

Proceedings
of the
County Board
of
McLean County,
Illinois

December 16, 2003

*Subject to approval at
January 20, 2004
County Board Meeting*



Table of Contents

| | Page(s) |
|--|----------------|
| Meeting Minutes Begin (December 16, 2003) | 1 |
| Consent Agenda..... | 2-91 |
| County Highway Department | 6-7 |
| Building and Zoning..... | 8-11 |
| Finance Committee | 12-28 |
| Justice Committee..... | 29-82 |
| Property Committee..... | 83-88 |
| Reappointments | 89-91 |
| Approval of Resolutions of Congratulations and Commendation | 92-95 |
| Executive Committee..... | 96-100 |
| Ordinance – Establishing a Holiday Schedule for County Employees for Year 2004..... | 96-97 |
| Ordinance – Establishing County Board Meeting Dates for Calendar Year 2004 | 98 |
| Request – Purchase Automated Citation Software – Information Services..... | 99-100 |
| Transportation Committee..... | 100 |
| Property Committee..... | 100-119 |
| Request – Color Board for Government Center – Facilities Management..... | 100 |
| Recommendation – Sheriff's Dept. to Donate 800 MHz Radios to Public Service Agency | 101-102 |
| Lease Agreement – Veterans' Assistance Commission at 200 W Front Street | 103-114 |
| Amendment – Lease Agreement between the PBC, McLean County, and Bloomington | 115-119 |
| Justice Committee | 120-165 |
| Contracts – Special Public Defender – Public Defender's Office..... | 120-144 |
| Contract – Guardian Ad Litem – J. Brian Goldrick – Circuit Court..... | 145-147 |
| Intergovernmental Agreements – for Jail Booking Services – Sheriff's Department | 148-154 |
| Requests – Work Order No. 13 and 14 – Northrop Grumman Space and Mission – IS Dept | 155-165 |
| Land Use and Development Committee..... | 166-185 |
| Request – Approval of Special Permit for Central Catholic High School's "Dream House" Raffle.... | 166-182 |
| Request – Regional Planning Service Agreement with Regional Planning Commission..... | 183-184 |
| Application – Amend Fees in the Department of Building and Zoning | 185 |
| Finance Committee | 186-217 |
| Emergency Appropriation Ordinance – Fund 0001, Facilities Mgmt 0041, Health Dept. 0046..... | 186-187 |
| Request – General Compensation Plan for Non-Union Employees for 2004..... | 188-201 |
| Request – Position Classifications and Pay Ranges for FY 2004 | 202-205 |
| Request – Assignment of Rights by the County to Westfield Insurance Company – Risk Mgmt ... | 206-208 |
| Resolution – Establishing Charges for McLean County Nursing Home | 209-210 |
| Ordinance – Levy and Collection of Tax to Pay the Rent under Amended Lease Agreement..... | 211-217 |
| Report of the County Administrator | 218-221 |
| Other Business and Communication | 221-222 |
| Approval of Bills..... | 223 |
| Adjournment..... | 224 |

December 16, 2003

The McLean County Board met on Tuesday, December 16, 2003 at 9:07 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Gordon and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, George Gordon, Ann Harding, Stan Hoselton, Chris Kalapp, Robert Nuckolls, Sonny O'Connor, Benjamin Owens, Bette Rackauskas, Tari Renner, and Michael Sweeney.

The following Members were absent:

Members Rick Dean and Duane Moss.

Appearance by Members of the Public and County Employees:

Chairman Sweeney stated there were no requests.

Consent Agenda:

Chairman Sweeney asked if there were any items to be removed. Item E 1)1 a was removed by the Executive Committee.

The amended Consent Agenda read as follows:

6. CONSENT AGENDA:

A. Approval of the Proceedings of the County Board, November 18, 2003

B. County Highway Department – Jack Mitchell, County Engineer

- 1) Request Approval of 2004 MFT Maintenance Resolution
- 2) Request Approval of 2004 County Engineer MFT Salary Resolution

C. Building & Zoning – Phil Dick, Director

1) Zoning Cases:

None

2) Subdivision Cases:

- a) Approve the application of Edward S. Brown, Jr. for a waiver of preliminary plan requirements and a one lot final subdivision plat for the Edward S. Brown, Jr. Subdivision in case S-03-14. The property is located in Blue Mound Township at 24485 East 1400N Road, Ellsworth, IL
- b) Approve the application of Nord Enterprises, Inc. for a waiver of preliminary plan requirements and a three lot final subdivision plat for the Flatbush Subdivision in case S-03-15. The property is located in Bloomington Township, is L-shaped and located immediately east of Bunn Street and immediately north of Hamilton Road

D. Transfer Ordinances

E. Other Resolutions, Contracts, Leases, Agreements, Motions

1. Executive Committee

1) Items to be presented for Action:

- a) Request Approval to renew IBM Software/Hardware Contract on the AS/400 - Information Services Department

2. Finance Committee

1) Items to be presented for Action:

- a) Request Approval of a Resolution of the McLean County Board Establishing Mileage Reimbursement Rate for use of Private Vehicles for County Business – January 1, 2004 – December 31, 2004
- b) Request Approval of Agreement with CCMSI to Provide Third Party Claims Services – Risk Management

3. Justice Committee

1) Items to be presented for Action:

- a) Request Approval to enter into a Typewriter Maintenance Agreement with Paxton's Inc. – Sheriff's Department
- b) Request Approval to Award the Jail Kitchen Chemical Bids to Ecolab, Inc. - Sheriff's Department
- c) Request Approval of a Maintenance Agreement with Identix for the Live-Scan Fingerprinting System in the McLean County Detention Facility - Sheriff's Department
- d) Request Approval of Compensation Level for second year of contract Agreement with OSF Healthcare System and Kenneth Ionue, M.D., for the provision of Physician Services at the McLean County Adult Detention Facility – Correctional Health Services
- e) Request Approval of Compensation Level for second year of Contract Agreement with Dennis Krug, DDS, for the provision of Dental Clinician Services for the McLean County Adult Detention Facility - Correctional Health Services

- f) Request Approval for Renewal of a Contract with the McLean County Center for Human Services for the provision of Mental Health Services for the McLean County Detention Facility - Correctional Health Services 57-61
- g) Request Approval of a Contract with Rev. Colleen Bennett for the provision of Chaplain services for the McLean County Jail – Sheriff's Department
- h) Request Approval of Letter of Understanding between the McLean County Board and the Regional Office of Education for McLean and DeWitt Counties – GED Services in the Adult Detention Facility - Sheriff's Department
- i) Request Approval of 2004 Vehicle Bids for Sheriff's Department and Coroner's Office

4. Property Committee

- 1) Information to be presented for Action:
 - a) Request Approval of Bid Schedule for Renovation and Restoration of Dome and Roof Areas of McLean County Museum of History by Wiss, Janney, and Esltner, Inc. – Facilities Management Department
 - b) Request Approval to install a Data Aire Unit at McLean County Museum of History – Facilities Management Department

F. Chairman's Appointments with the Advice and Consent of the County Board:

1) REAPPOINTMENTS:

McLean County Regional Planning Commission
 Ms. Christine Brauer
 13963 North Rengel Drive
 RR #3, Box 546
 Bloomington, IL 61704
 Appointed to a three year term scheduled to expire on December 31, 2006

Sheriff's Office Merit Commission

Ms. Margene Taylor

1633 Erin Drive

Normal, IL 61761

Appointed to a six year term scheduled
to expire on December 31, 2009

Golden Rule Drainage District

Mr. David Wilkins

12022 E. 950 North Road

Chenoa, IL 61726

Appointed to a three year term scheduled
to expire on the first Tuesday in September 2006

APPOINTMENTS:

None

2) RESIGNATIONS:

None

- G. Approval of Resolutions of Congratulations and Commendation
- 1) Request Approval of Resolution of Congratulations for
the 2003 Bloomington High School Boys Football Team –
Presented by Board Member Sue Berglund
 - 2) Request Approval of Resolution of Congratulations for
the 2003 LeRoy High School Boys Football Team –
Presented by Board Member Rick Dean
 - 3) Request Approval of Resolution of Congratulations for
the 2003 Central Catholic High School Girls Volleyball
Team – Presented by Board Member David Selzer
 - 4) Request Approval of Resolution of Congratulations for
The 2003 Epiphany Grade School 7th Grade Girls'
Basketball Team – Presented by Board Member
Paul Segobiano



Illinois Department of Transportation

County Maintenance Resolution
Sec. 04-00000-00-GM

RESOLVED, by the County board of McLean County, that \$1,800,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code during the year ending December 31, 2004, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Michael F. Sweeney, Chairman, McLean County Board

APPROVED

STATE OF ILLINOIS

McLEAN COUNTY

} ss.

I, Peggy Ann Milton County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

Date

McLean County, at its Monthly

meeting held at Bloomington, Illinois

on December 16, 2003

Date

Department of Transportation

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington, Illinois

in said County, this 16 day of December A.D. 2003

District Engineer

(SEAL)

County Clerk.

RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS

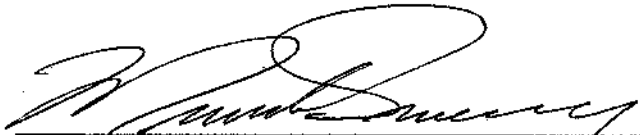
WHEREAS, the County Board of McLean County by resolution dated September 19, 2000, with the consent of the Department of Transportation, reappointed John E. Mitchell, County Engineer for McLean County for a term of six years effective August 1, 2000, and

WHEREAS, the County Board of McLean County hereby fixes the salary of the County Engineer at \$91,513.12 per year for January 1, 2004 thru December 31, 2004 and his traveling, instruction and schooling, and conference expenses are estimated at \$6,100.00 per year

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that there be appropriated the sum of Ninety-seven thousand, six hundred and thirteen dollars and 12/100 (\$97,613.12) from the County's allotment of Motor Fuel Tax Funds for the purpose of paying the salary and expenses of the County Engineer of McLean County from January 1, 2004 thru December 31, 2004.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Department of Transportation, Springfield, Illinois, through its District Engineer's Office at Ottawa, IL.

Approved by the County Board on December 16, 2003.


Michael F. Sweeney, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on December 16, 2003.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 16th day of December, A.D. 2003.

[SEAL]


County Clerk

ORDINANCE OF APPROVAL
OF FINAL PLAT
Edward S. Brown, Jr. Subdivision, File S-03-14

WHEREAS, Edward S. Brown, Jr. has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Edward S. Brown, Jr. Subdivision, file number S-03-14, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Edward S. Brown, Jr. has subdivided this property into one lot in order to set aside a farm dwelling from a farm; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

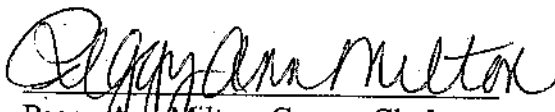
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

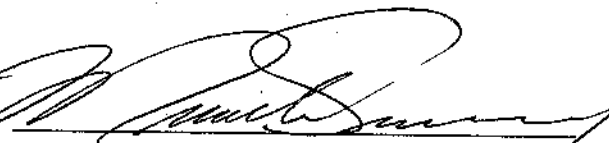
BE IT ORDAINED that the said waiver and final plat for the aforesaid Edward S. Brown, Jr. Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 16th day of December, 2003

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-03-14

1. REFERENCE

- a. Meeting date: December 4, 2003
- b. Subdividers' names: Edward S. Brown, Jr.
- c. Subdivision name: Edward S. Brown, Jr. Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 24485 East 1400N Road, Ellsworth, IL 61737
- b. Township: Blue Mound Township
- c. Parcel Numbers: Part of 16-31-300-002
- d. Existing zoning: A-Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a one lot final subdivision plat for the Edward S. Brown, Jr. Subdivision
- f. Existing land use: Farm dwelling

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: 2.79 acres in area
- b. County Health Department: Recommends approval of the proposed subdivision plat
- c. County Highway Department: Recommends approval of the proposed waiver of preliminary plan requirement and approval of the final plat -- a plat access certificate will need to be approved by the Illinois Department of Transportation before this plat can be recorded; the applicant proposes to use and set aside the existing accesses from Illinois Route 9 for the residence and then provide an easement of access for the farm across the easterly access

Staff recommends that the waiver of preliminary plan requirements and the Edward S. Brown, Jr. Subdivision should be approved.

Respectfully submitted, (


Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT
Flatbush Subdivision, File S-03-15

WHEREAS, Nord Enterprises, Inc. has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Flatbush Subdivision, file number S-03-15, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Nord Enterprises, Inc. has subdivided this property into three lots in order to develop it; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Bloomington City Council has approved said subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

BE IT ORDAINED that the said waiver and final plat for the aforesaid Flatbush Subdivision be and hereby are approved.

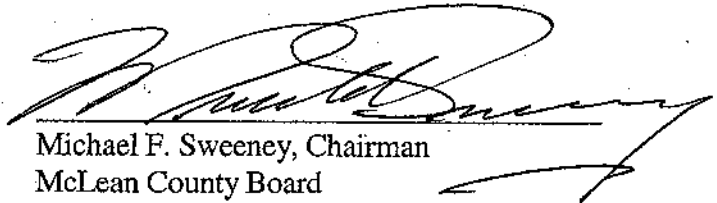
Adopted by the County Board of McLean County, Illinois this 16th day of December, 2003

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-03-15

1. REFERENCE

- a. Meeting date: December 4, 2003
- b. Subdividers' names: Nord Enterprises, Inc.
- c. Subdivision name: Flatbush Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: The property is L-shaped and has 190 feet of frontage on the east side of Bunn Street and 141 feet of frontage on the north side of Hamilton Road
- b. Township: Bloomington Township
- c. Parcel Number: 13-36-100-021
- d. Existing zoning: M-2 General Manufacturing District
- e. Applicant request: A waiver of preliminary plan requirements and a three lot final subdivision plat for the Flatbush Subdivision
- f. Existing land use: Lots 1 and 3 are vacant. A recycling facility was approved in case 03-05-S by the County Board on November 18, 2003 on Lot 2. Lots 1 and 2 are being established on abandoned railroad right-of-way

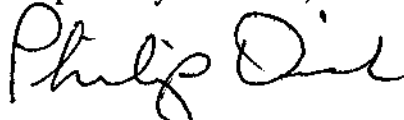
3. DIMENSIONS & REVIEW:

- a. Size of Lots: Lot 1 is 1.74 acres in area, Lot 2 is 2.91 acres in area and Lot 3 is 1.38 acres in area.
- b. County Health Department: Recommends approval of the proposed subdivision plat
- c. County Highway Department: Recommends approval of the waiver of preliminary plan requirement and approval of the final plat. The Bloomington City Council has already approved this subdivision since. City approval is necessary since it within 1½ miles of their boundary.

All truck traffic for Lot 2 is required to enter and exit the property from Hamilton Road according to the Bloomington Township Road Commissioner. The Bloomington Township Road Commissioner will need to sign the plat access certificate for access to Hamilton Road and Bunn Street.

Staff recommends that the waiver of preliminary plan requirements and the Flatbush Subdivision should be approved.

Respectfully submitted,



Philip Dick, AICP, Director

RESOLUTION
OF THE McLEAN COUNTY BOARD
ESTABLISHING MILEAGE REIMBURSEMENT
FOR USE OF PRIVATE VEHICLES FOR COUNTY BUSINESS

WHEREAS, the McLean County Board adopted an Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County on February 19, 2002; and,

WHEREAS, the increasing costs of operating and maintaining a private vehicle have been recognized by the McLean County Board and the Internal Revenue Service; and,

WHEREAS, the McLean County Board has reviewed the issue of appropriate mileage reimbursement for the use of private vehicles for conducting County business; and,

WHEREAS, the McLean County Board, at its regular meeting on December 16, 2003, recommended that effective January 1, 2004, the mileage reimbursement rate for use of private vehicles for conducting County business be set at 37.5 cents per mile for all County officials and employees; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials and employees is hereby set at 37.5 cents per mile effective as of January 1, 2004.

(2) That those persons who are eligible for mileage reimbursement in accordance with the Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County are hereby to be reimbursed at the rate of 37.5 cents per mile, effective as of January 1, 2004.

(3) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials and employees shall be reviewed annually by the McLean County Board.

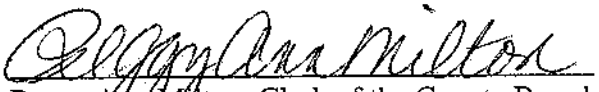
(4) That the County Clerk shall provide a certified copy of this Resolution to the County Auditor and the County Administrator.

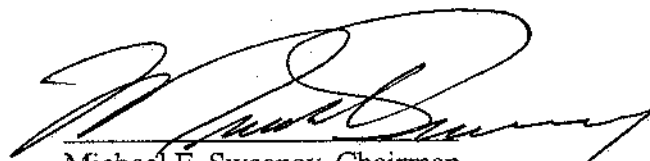
(2)

ADOPTED by the McLean County Board this 16th day of December, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

mileage_reimb2004.res



Internal Revenue Service

DEPARTMENT OF THE TREASURY

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The Newsroom

2004 Standard Mileage Rates Set — 800,000 More Businesses Eligible

IR-2003-121, Oct. 15, 2003

WASHINGTON — The Internal Revenue Service today released the optional standard mileage rates to use for 2004 in computing the deductible costs of operating an automobile for business, charitable, medical or moving expense purposes.

To reduce a recordkeeping burden, the IRS also announced that taxpayers who use no more than four vehicles at the same time for business purposes may use the standard mileage rate, starting in 2004. Currently, those using more than one vehicle at a time cannot use the standard rate at all, leaving them to track the actual expenses for each vehicle.

"With this change, more than 800,000 businesses will become eligible to use the standard mileage rate," said IRS Commissioner Mark W. Everson. "This reflects our ongoing interest in reducing the burden for businesses to comply with the tax laws."

Although many taxpayers may still claim actual vehicle expenses for various reasons, the IRS estimates that small businesses will save 8-10 million hours a year in recordkeeping with this expansion of the standard rate option.

A taxpayer may not use the standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS), after claiming a Section 179 deduction for that vehicle, or for any vehicle used for hire.

Beginning Jan. 1, 2004, the standard mileage rates for the use of a car (including vans, pickups, or panel trucks) will be:

- 37.5 cents a mile for all business miles driven, up from 36 cents a mile in 2003;
- 14 cents a mile when computing deductible medical or moving expenses, up from 12 cents a mile in 2003; and
- 14 cents a mile when giving services to a charitable organization.

Members of Congress welcomed the change.

Senator Olympia J. Snowe of Maine, chair of the Senate Committee on Small Business and Entrepreneurship, said, "I applaud the IRS for adopting this simplification measure for small businesses. This change will allow certain small businesses to put a stop to the time-consuming, costly and inconvenient practice of maintaining detailed paper records and, instead, use a simpler, standard mileage rate for business travel expenses when preparing their taxes. The IRS is providing the kind of relief that small business owners critically need: relief that allows them to cut the time spent complying with tax laws while expanding the time left over to do what they do best, namely running their businesses and creating critical jobs for this economy."

Rep. Don Manzullo of Illinois, chairman of the House Small Business Committee, said, "These changes by the Internal Revenue Service will provide additional needed tax relief to our struggling small businesses so they can once again lead us to recovery. More than 800,000 small businesses will benefit from these changes. In addition to the tax reductions, they will save eight to 10 million hours a year in record-keeping burdens so that they can now focus on their businesses. I congratulate IRS Commissioner Everson for his leadership in

making these changes and helping America's small businesses."

Rep. Doug Ose of California, Chairman of the House Government Reform Subcommittee on Energy Policy, Natural Resources and Regulatory Affairs, which has principal oversight over paperwork reduction, said, "I applaud Commissioner Everson's initiative, which will result in a 8-10 million hour burden reduction for small businesses. The paperwork burden on small business is enormous. This reduction in tax recordkeeping is a step in the right direction."

The standard mileage rates for business, medical and moving purposes are based on an annual study of the fixed and variable costs of operating an automobile. The primary reason for the mileage rate increases is the rise in fuel prices during the study period, which ended on June 30. An independent contractor, Runzheimer International, conducted the study on behalf of the IRS. The charitable standard mileage rate is set by law.

Revenue Procedure 2003-76 contains additional information on these standard mileage rates. It will appear in Internal Revenue Bulletin 2003-43, dated October 27, 2003.

Related Item: [Rev. Proc. 2003-76 \(PDF 151K\)](#)

[Subscribe to IRS Newswire](#)

**SERVICE AGREEMENT BETWEEN
MCLEAN COUNTY AND
CANNON COCHRAN MANAGEMENT SERVICES, INC.**

THIS SERVICE AGREEMENT is made and entered into this 1st day of January 2004, by and between McLean County (the "Client"), and Cannon Cochran Management Services, Inc. ("CCMSI"), a Delaware corporation. It is agreed between the parties hereto as follows:

A. APPOINTMENT OF CCMSI. The Client hereby appoints CCMSI, and CCMSI hereby agrees to serve, as Third Party Administrator ("Administrator") of the Client's workers' compensation self-insurance program created and existing under the State of Illinois ("State") Self-Insurance Regulations.

B. FUNCTIONS OF CCMSI. During this Agreement, the regular functions of CCMSI as the Client's Administrator shall include the following:

1. General Administrative Duties and Responsibilities.

(a) Regulatory Functions.

- 1) CCMSI will perform or supervise functions set forth in the rules and regulations promulgated by the State Self-Insurance Regulations.
- 2) CCMSI will prepare, compile, and file notices, reports, documents, forms and surveys as may be required of the Administrator by the State.
- 3) CCMSI will represent the Client to the best of its ability at necessary hearings, meetings, conventions and administrative inquiries involving the interests of the Client, as required of the Administrator by the State, except those requiring representation by an attorney at law.

(b) Management Functions. CCMSI will perform and manage the daily business affairs of the Client's self-insurance program, including but not limited to:

- 1) Preparing and maintaining adequate and correct books, records and accounts on behalf of the Client in compliance with applicable statutes, regulations and established practices.
- 2) Recommending firms or individuals to perform legal, financial and other professional services on behalf of the Client, and paying such firms or individuals with Client funds, subject to Client approval.
- 3) Coordinate and report to excess insurance carriers, as appropriate, subject to compliance of Section C.5.

- (c) Provision of Reports. CCMSI agrees to provide reports to the Client as specified in the Schedule of Reports attached hereto as Exhibit A.
 - (d) Cooperation by CCMSI. CCMSI will cooperate with any fiscal or fiduciary agent appointed by the Client for the management of the Client's investments.
 - (e) Additional Services. Subject to joint agreement by the parties and negotiation of a mutually acceptable fee, CCMSI will provide such additional services as may be reasonable, necessary or prudent for the business and purposes of the Client.
2. Risk Management Services. CCMSI will provide the Client risk management services upon mutual agreement of the parties. The Schedule of Risk Management Services is attached hereto as Exhibit B.
3. Loss Control Services. CCMSI will provide the Client loss control services upon mutual agreement of the parties. The Client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices. The Schedule of Loss Control Services is attached hereto as Exhibit C.
4. Claim Administration.
- (a) Claim Management and Administration. CCMSI will manage and administer all claims of the Client which occur during the period of this Agreement. CCMSI will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.
 - (b) Claim Settlement. CCMSI will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.
 - (c) Claim Reserves. CCMSI will recommend reserves for unpaid reported claims and unpaid claim expenses.
 - (d) Allocated Claim Expenses. CCMSI will pay all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims. Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of out-of-state claims, even if such expenses are incurred by CCMSI. Allocated Claim Expenses will include, but not be limited to, charges for:
 - 1) Independent medical examinations of claimants;
 - 2) Managed care, including but not limited to PPO networks, medical bill audits, medical management review, and CCMSI Managed Care Services, agreed to by the Client;

- 3) Surveillance and other related expenses associated with the detection and prosecution of fraudulent claims including legal fees;
- 4) Attorneys, experts and special process servers;
- 5) Court costs, fees, interest and expenses;
- 6) Depositions, court reporters and recorded statements;
- 7) Independent adjusters and appraisers;
- 8) CCMSI personnel, at their customary rate or charge, but only with respect to claims outside the State; and
- 9) Actual expenses incurred by CCMSI employees outside the State for meals, travel, and lodging in conjunction with claim management.

(e) Subrogation. CCMSI will monitor claims for subrogation.

C. CLIENT RESPONSIBILITIES. Client agrees to:

1. Report all claims, incidents, reports or correspondence relating to potential claims in a timely manner.
2. Cooperate fully in the disposition of all claims.
3. Provide adequate funds to pay all claims and expenses in a timely manner.
4. Respond to information requests in a timely manner.
5. Provide a complete copy of current excess or other insurance policies, including endorsements and audits, applicable to Client's workers' compensation self-insurance program.
6. Promptly pay CCMSI's fees.

D. OPERATING EXPENSES. The Client agrees to be responsible for and pay all of its own operating expenses other than service obligations of CCMSI. Such operating expenses shall include but not be limited to charges for the following:

1. All costs associated with meeting State security requirements;
2. Certified Public Accountants;
3. Attorneys, other than provided for in Section B.3.(d)3) and B.3.(d)4) of this Agreement;
4. Outside consultants, actuarial services or studies and State audits;

5. Independent payroll audits;
6. Allocated Claims Expenses incurred pursuant to Section B.4.(d) of this Agreement;
7. Governmental fees and taxes; and
8. Educational and/or promotional material, industry-specific loss control material, customized forms and/or stationery, supplies, operator-assisted conference calls and extraordinary postage, such as bulk mailing, express mail or messenger service.
9. NCCI charges;
10. Excess and other insurance premiums;
11. EDI charges; and
12. Other operating costs as normally incurred by the Client.

E. BOOKS AND RECORDS.

1. (a) CCMSI shall maintain all books, records, applications and other forms of information relating specifically to the Client which are necessary to the performance of CCMSI's obligations under this Agreement (the "Records"). The Records shall remain at all times the sole property of the Client.

(b) The Records shall not include any manuals, forms, files and reports, documents, customer lists, rights to solicit renewals, computer records and tapes, financial and strategic data, or information which documents CCMSI's processes, procedures and methods, or which CCMSI employs to administer programs other than the Client. The items specified in this Paragraph E.1.(b) shall at all times be and remain the sole and exclusive property of CCMSI, and the Client shall not have any ownership, interest, right to duplicate or right to utilize these items.
2. During this Agreement, CCMSI shall provide the Client with copies of the Records, if so requested by the Client. Any costs of reproduction of the Records shall be borne by the Client. In the event this Agreement is terminated or non-renewed, Client Records will be turned over to the Client.
3. CCMSI shall make the Records available for inspection by any duly authorized representative of the Client, or any governmental authority having jurisdiction over CCMSI or the Client.

F. SOLICITATION OF EMPLOYEES. During the term of this Agreement and for two (2) years thereafter, the Client and CCMSI mutually agree not to recruit, solicit or hire any employee of the other without written permission.

G. OTHER INSURANCE. Any specific or aggregate excess insurance, reinsurance,

or other insurance product purchased by the Client will be placed by CCMSI, if requested by the Client. Customary commissions and fees for these coverages will be retained by CCMSI.

H. TERM AND TERMINATION.

1. Term of Agreement. The first term of this Agreement shall be for three (3) years beginning on January 1, 2004 and terminating on December 31, 2006. Unless the Agreement is terminated as set forth in paragraph G.2. below, it will automatically renew for another term of three (3) years. This automatic renewal shall continue for successive three (3) year terms until the Agreement is terminated as set forth in paragraph H.2. or paragraph H.4. below. It is anticipated that, at least ninety (90) days prior to the expiration of each one (1) year term of this Agreement, the parties shall either enter into good-faith negotiations regarding any change in terms for renewal or provide written notice of their intent to terminate as set forth in subparagraph H.2.(b) below.
2. Termination of Agreement. This Agreement may be terminated:
 - (a) By mutual agreement of the parties hereto;
 - (b) Upon expiration of the current term of this Agreement if either party has given the other at least ninety (90) days written notice of its intention to terminate as set forth in paragraph H.1. above;
 - (c) Upon dissolution of the Client's self-insurance program, whether voluntary or due to cessation of Client's authority to self-insure;
 - (d) Upon dissolution of the Client's self-insurance program due to Client insolvency or bankruptcy;
 - (e) Upon thirty (30) days written notice by either party if the other party is in material breach of any term, covenant or condition contained herein; provided, however, that as a condition precedent to termination under this Section H.2.(e), the terminating parties shall give written notice to the other party, who shall have thirty (30) days from the date of such notice to cure or correct the grounds for termination. If the grounds of termination are not corrected or cured during the thirty (30) day period, this Agreement may be terminated on the termination date specified in the notice, but not prior to the expiration of the thirty (30) day period described herein.
3. Services Following Termination of Agreement. Should this Agreement be terminated for any condition described under Section H.2., CCMSI will cease providing services, turn over to the Client all Client files, which shall include loss control records, reports, surveys and correspondence, underwriting surveys and premium calculations, reinsurance and excess insurance files, all active and closed claim files, Client files, and readable form copies of all regulatory filings.

Upon the Client's request and subject to agreement by CCMSI, CCMSI will be paid a reasonable negotiated fee to:

- (a) Provide continued administration of the open claim files;
 - (b) Cooperate with any successor administrator in the orderly transfer of all functions; and
 - (c) Provide an electronic transfer of data, if such is feasible.
4. Termination Fee. If the Program terminates this Agreement for any reason other than those set forth in paragraph H.2. above, the Client will pay CCMSI a termination fee equal to ten percent (10%) of CCMSI's projected annual fee. In such event, payment of the termination fee will be within ninety (90) days after the effective date of termination.

I. SERVICE FEE PAYMENTS. The Client shall pay to CCMSI a service fee as outlined in the Fee and Payment Schedule hereto as Exhibit E.

J. ARBITRATION. If an irreconcilable difference of opinion or claim should arise between the Client and CCMSI as the interpreters of any matter relating to this Agreement, such matter will be submitted to arbitration as the sole remedy available to both parties. Any such arbitration will take place in the City of Bloomington, Illinois, and will be conducted in accordance with the then-current rules of the American Arbitration Association. The Arbitrators, to the extent feasible, will be or have been executive officers of insurance or reinsurance companies.

K. RELATIONSHIP OF PARTIES. Nothing in this Agreement shall be construed to create a relationship of employer/employee, partners or joint ventures between the Client and CCMSI. This Agreement is non-exclusive, and CCMSI shall have the right to perform services on behalf of other individuals, firms, corporations and entities.

L. INDEMNIFICATION.

1. Indemnification by Client. The Client agrees that it will indemnify and hold harmless CCMSI and CCMSI's directors, officers, employees, agents, shareholders, subsidiaries and other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorneys' fees incurred by CCMSI as a result of breach of this Agreement by the Client, or misconduct, error or omissions by the Client, or by any of the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, or other affiliates in connection with the performance of this Agreement.
2. Indemnification by CCMSI. CCMSI agrees that it will indemnify and hold harmless the Client and the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, members, or other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable

attorneys' fees incurred by the Client as the result of breach of this Agreement by CCMSI or misconduct, error or omissions by CCMSI, or by any of CCMSI's directors, officers, employees, agents, shareholders, subsidiaries or other affiliates in connection with the performance of this Agreement.

M. CHANGE IN CIRCUMSTANCES. In the event the adoption of any statute, rule, or regulation materially changes the nature of the relationship between the parties hereto or the legal or economic premises upon which this Agreement is based, the parties hereto shall undertake good faith negotiations to amend the terms of this Agreement to account for such changes in a reasonable manner.

N. MISCELLANEOUS.

1. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of law.
2. Timing of Services. CCMSI may exercise its own judgment, within the parameters set forth herein, as to the time and manner in which it performs the services required hereunder:
3. Successors in Interest. This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the parties hereto.
4. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision had been revised to the minimum extent necessary to make it valid and fully enforceable under applicable law.
5. Paragraph Headings. All paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
6. Waiver. The failure of any party to enforce any provisions of this Agreement shall not constitute a waiver by such party of any provision. A past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to that same provision.
7. Entire Agreement/Amendment. This Agreement sets forth the full and final understanding of the parties hereto with respect to the matters described herein, and supersedes any and all prior agreements and understandings between them, whether written or oral. This Agreement may be amended only by written document executed by the Client and CCMSI.

Executed this ____ day of _____, 200____.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: Rodney J. Golden
Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

MCLEAN COUNTY

By: [Signature]
Its: Chairman

Effective Date: January 1, 2004

EXHIBIT A

SCHEDULE OF REPORTS

CCMSI will provide the following computer reports:

1. A detailed listing of all claims broken down by location, policy year and line of coverage. (MONTHLY)
2. A summary of all claims broken down by location, policy year and line of coverage. (MONTHLY)
3. A check register listing all checks issued during a reporting period. (MONTHLY)

EXHIBIT B

SCHEDULE OF RISK MANAGEMENT SERVICES

CCMSI will conduct an annual claim review meeting at the Client's request.

EXHIBIT C

SCHEDULE OF LOSS CONTROL SERVICES

Loss control services can be provided at the request of the Client and will be billed at an hourly rate of \$100 per hour. Service hours include preparation time, travel time, field time and follow-up time.

EXHIBIT D

MANAGED CARE SERVICES
(compSolutions)

There is no charge to McLean County for Managed Care Services provided in this Agreement unless savings are achieved. Upon savings for PPO, fee schedule or usual and customary adjustments, the savings allocation is 67% to McLean County and 33% to *compSolutions*, paid as an allocated claim expense. For the Prescription Drug Savings Program, the savings allocation is 67% to McLean and 33% to *compSolutions*, also paid as an allocated expense.

The above Managed Care Services are contingent on the provision that all medical bills are being routed for review through CCMSI's Managed Care Program, "*compSolutions*".

Effective Date: January 1, 2004

EXHIBIT E

FEE AND PAYMENT SCHEDULE

01/01/04 – 12/31/06

Claims Administration

CCMSI will handle workers' compensation claims for the life of this Agreement for a per claim annual fee as follows:

| | |
|--------------------------------|---|
| Indemnity..... | \$650 / per claim for policy year 01/01/04-12/31/04 \$665 / per claim for policy year 01/01/05-12/31/05 \$675 / per claim for policy year 01/01/06-12/31/06 |
| Medical Only..... | \$150 / per claim for policy year 01/01/04-12/31/04 \$150 / per claim for policy year 01/01/05-12/31/05 \$150 / per claim for policy year 01/01/06-12/31/06 |
| Incident Only/Report Only..... | \$ 35 / per claim for policy year 01/01/04-12/31/04 \$ 35 / per claim for policy year 01/01/05-12/31/05 \$ 35 / per claim for policy year 01/01/06-12/31/06 |

Total Minimum Claims Administration Fee.....See Chart Below

CCMSI will provide claims administration for a minimum annual claim fee of \$16,868 with a 3% increase at the start of the second year and a 3% increase at the start of the third year. CCMSI and McLean County mutually agree that if claim trends change significantly up or down, we will meet to establish a new minimum claims administration fee at the beginning of the new policy year.

Claims will be analyzed by the number of claims as well as the type of claims at the end of each year and priced on a per claim fee outlined above.

Any additional charges over the total adjusted claims administration fee will be billed quarterly thereafter.

Annual Administration Fee \$500 – Policy Year 01/01/04-12/31/04
\$750 – Policy Year 01/01/05-12/31/05
\$750 – Policy Year 01/01/06-12/31/06

Included in the Annual Administration Fee:

- Dedicated Client Service Team and Client Service Instructions specific to McLean County
- Monthly Loss Reporting
- Index System Reporting which now includes OFAC/Patriot Act compliance
- Issuance of 1099's
- Assistance in filing and completing state forms (i.e. 2nd Injury Fund and Illinois Form 45)
- Internet Claim Access
- Annual Claim Review at Client's request. Additional Client visits will be charged at time & expense @ \$75 an hour.
- Coordination of claim audits with excess carrier as requested

| Policy Period | Minimum Claims Administration Fee | Annual Administration Fee | Grand Total | Quarterly Installments |
|-------------------|-----------------------------------|---------------------------|-------------|------------------------|
| 01/01/04-12/31/04 | \$16,868 | \$500 | \$17,368 | \$4,342.00 |
| 01/01/05-12/31/05 | \$17,374 | \$750 | \$18,124 | \$4,531.00 |
| 01/01/06-12/31/06 | \$17,895 | \$750 | \$18,645 | \$4,661.25 |

Executed this 30 day of December, 2003.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: Rodney J. Golden
Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

MCLEAN COUNTY

By: [Signature]
Its: Chairman



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

December 11, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to approve the Maintenance Service Contract with Paxtons, Inc., Bloomington, Illinois, for the maintenance and service on five (5) IBM typewriters.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1
Stan Hoselton
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
B.H. "Duffy" Boss
Sonny Rodgers

District #7
P.A. "Sue" Berglund
Bette Rockauskas

District #9
Adam D. Kinzinger
Cathy Ahart

District #2
Matt Sorensen
Rick Dean

District #4
Susie Johnson
Duane Moss

District #6
George J. Gordon
David W. Selzer

District #8
Paul R. Segobiano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls

Service Agreement

PAXTON'S INC. Maintenance Contract

Customer Name & Mailing Address:

McLean County Sheriff Department

104 W. Front St.

Bloomington, IL 61702-2400

Contact Name Jan Clark

Contact Phone 888-5034 *Fax* 888-5072

Service Commencement Date 1/1/04

Payable: ☐ Monthly ☐ Quarterly ☒ Annual

PAXTON'S INC., hereinafter Company, agrees to provide service and maintenance support to the above named customer, hereinafter Customer, for the equipment listed on Equipment List, (the "Equipment"), attached hereto as Exhibit A and made a part of this agreement, subject to inspection and acceptance by Company.

Acceptance

Acceptance of this agreement by Company is contingent upon the absence of any mathematical error and upon consistency with Company's then current prices, and upon Company's determination that equipment is in proper operating condition. Inspection and repairs necessary to bring

equipment to proper operating/mechanical condition shall be billed at Company's then current prices. This Agreement shall not be binding upon Company unless an officer of Company approves and accepts this Agreement by signing both the Agreement and the attached Exhibit A.

Term

The initial term of this agreement is for one year from the service commencement date as specified on the Equipment List attached hereto and made a part hereof. This Agreement shall renew automatically for successive periods of one (1) year, on the same terms and conditions at Company's then prevailing prices, except that it shall not be renewed if either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term of the Agreement.

Service Availability

Remedial service may be requested by calling the Service Dispatcher at:

Company will provide service and maintenance under the terms of this agreement, during Principal Period of Maintenance (PPM) as follows:

Monday through Friday 8 am
5 pm

Excluding holidays indicated

- | | |
|--|--|
| <input checked="" type="checkbox"/> New Year's Day | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input checked="" type="checkbox"/> Memorial Day | <input checked="" type="checkbox"/> Christmas Day |
| <input checked="" type="checkbox"/> Independence Day | <input checked="" type="checkbox"/> Labor Day |

Holidays that fall on Saturday or Sunday are observed on the same day declared by the Federal Government.

Service and Maintenance Options

(indicate selection(s) on Exhibit A)

(a) All parts (not including expendable parts and supplies, as defined below), labor for unlimited remedial service calls during the PPM and preventive maintenance (PM) as per attached Equipment List. attached Equipment List. Preventive Maintenance will be performed in accordance with Original Equipment Manufacturer's (OEM) specifications, as determined by Company, at the frequency indicated on Equipment List.

Company shall respond, on-site, to all unscheduled remedial service requests within Company's established service areas, as follows:

Zone 1 Emergency Service within _____ hours
Zone 1 Standard Service within 24 hours
Zone 2 Emergency Service within _____ hours
Zone 2 Standard Service within _____ hours

Company's service areas are described as Zone 1 being within a 4 mile radius and Zone 2 being within a 25 mile radius from Company's closest service location from equipment location. Service outside Company's service area shall be Company's then current billable rates plus travel time and expense.

Except as otherwise stated herein, Company agrees to provide service and maintenance, for equipment covered under this agreement, to keep said equipment in good working order as per selected "Service and Maintenance Option" above. Parts and components shall be selected by Company, shall be furnished on an exchange basis and shall be new or perform substantially similar to new parts and components. Replaced parts or components shall become the property of Customer and exchanged parts shall become the property of Company.

Except as a selected "Service and Maintenance Option" above, service does not include routine or preventive maintenance nor does it include the refinishing or replacement of external cosmetic parts, including chassis, housings, cabinets or cabinet parts. Where preventive maintenance is covered, said preventive maintenance shall be performed according to original equipment manufacturer recommendation as determined by Company.

Charges

Service and maintenance charges shall be payable by Customer in accordance with the payment terms set forth in Exhibit A. In addition, Company shall invoice Customer, at Company's then-current hourly rates and parts prices, for services and for parts supplied which are not covered by this agreement. In addition to the part prices and service charges payable hereunder, Customer shall pay all sales and use and

other applicable taxes and shipping costs related to Company's provision of parts and services hereunder.

All charges and costs for which Company sends an invoice to Customer shall be due and payable, in full, thirty(30) days from the date of the invoice. In the event Customer fails to pay, when due, any invoice or other amount payable hereunder, Customer agrees to pay Company a late payment charge on all past due amounts equal to the lesser of one and one half percent (1.5%) per month or the highest interest rate allowed by applicable law; provided however, that this shall not be an election of remedy. At Company's option Company may suspend service until all outstanding, overdue invoices are paid in full. Customer shall pay on demand all of Company's costs and expenses, including reasonable attorney's or collection agency's fees, incurred in enforcing Customer's obligations under this Agreement.

Exclusions

Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind, or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning; i) service providers and parts installers other than the Company; j) improperly trained and inexperienced operators, k) operating system or application software, firmware or other programmed code internal or external to the covered equipment.

Termination

This Agreement may be terminated under any of the following conditions:

(a) Either party may immediately terminate this agreement or any renewal hereof by giving prior written notice of such termination to the other party in the event such other party becomes insolvent or institutes or permits to be instituted against it any proceedings seeking its receivership, trusteeship, bankruptcy, reorganization, readjustment of debt, assignment for the benefit of creditors, or other proceedings under the Federal Bankruptcy Act or as provided by any other insolvency law, state or federal, to the extent such termination is valid under such law.

(b) Company may immediately terminate this Agreement, or may suspend services to be provided hereunder, at any time by giving prior written notice of such termination or suspension to Customer in the event Customer fails to pay, when due, any invoice or other amount due under this Agreement.

(c) Either party may terminate this Agreement for a non-monetary default, if the other party fails to perform any of its material obligations set forth in this Agreement (a "Material Default"), and such failure continues for more than thirty days after written notice is sent by the terminating party specifying the nature of the failure.

Upon termination of this agreement for any reason, Company's obligation to provide service and maintenance support, as herein set forth, shall immediately cease and all outstanding invoiced amounts due by Customer to Company shall, notwithstanding prior invoice terms, become immediately due and payable. Any amounts paid by Customer to Company for service and maintenance support shall not be refundable. If this Agreement terminates prior to the end of any term for any reason other than Company's Material Default, Company's insolvency or the institution of bankruptcy proceedings against Company, Customer shall be obligated to pay Company on demand the price of a full one-year term as set forth on Exhibit A. If this Agreement terminates due to Company's adjudged Material Default, Company's insolvency or the institution of bankruptcy proceedings against Company, Customer shall be obligated to pay Company on a prorated basis for that portion of the terminated Agreement which runs from the Service Commencement Date, or its anniversary date for any renewal term, to the effective date of the termination.

Hazardous Products

Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials

under various laws and regulations. Company agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Company against any and all liability arising out of such failure.

Limitation of Liability

COMPANY SHALL NOT BE HELD RESPONSIBLE FOR COMPANY'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL COMPANY, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. COMPANY'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED, AS RECITED IN EXHIBIT "A" FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

Indemnification

Each party shall indemnify and hold the other harmless from and against any claim, loss, liability, or expense, including but not limited to, damages, costs and attorney fees, arising out of or in connection with any acts of omissions of the other party and its agents and employees.

General

This Agreement and its attachments, as accepted by Company and Customer, supersede any previous written or oral agreements or understandings between the parties concerning the subject hereof, and

constitute the entire such agreement between the parties. No amendments or additions to the terms and conditions of this Agreement shall be valid unless set forth in writing and signed by an authorized representative of each of the parties.

Waiver by either party of a breach of any of the provisions hereof shall not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. The invalidity or unenforceability of any term or provision of this Agreement shall in no way impair or affect the remainder thereof, which shall continue in full force and effect.

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. Any disputes under the Agreement or concerning the business relationship between the parties must be litigated exclusively in the Courts of the State of Illinois. If, however, the parties have agreed in writing to arbitrate their disputes, the arbitration must take place exclusively in the State of Illinois unless the parties have agreed to arbitrate elsewhere. The prevailing party in any action concerning this Agreement or the business relationship between the parties shall be entitled to an award of costs and reasonable attorney's fees.

Any notice or other communication required under this Agreement shall be deemed to have been duly given if it is delivered personally or by facsimile with proof of receipt, or sent by registered or first-class mail, return receipt requested, first-class postage prepaid, to a party at the address listed below, or at such other address provided by the party.

Acceptance

Company Name Paxtons Inc.

Address 207 E. Washington St.

By Jim Killoran

Title Service manager

Date Automatic Renewal

unless we request
termination

Customer Name McLean County Sheriff's Dept.

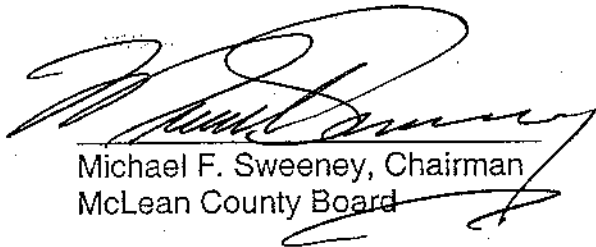
Address _____

By _____

Title _____ Date _____

ADOPTED by the McLean County Board this 16 of December, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTESTED:



Peggy Ann Milton, Clerk of the
McLean County Board

Equipment List

PAXTON'S INC. (Company) agrees to provide service and maintenance in accordance with Service and Maintenance Agreement dated _____ between _____ (Customer) and Company at the rates and on the equipment listed below:

Company Name McLean City Sheriff's Phone (309) 888-5034
 Priced ☐ Monthly ☐ Quarterly ☒ Annual

| Model | Serial | Description | Option | PM | Price |
|---------|----------|-------------|----------|----|----------|
| WW 35 | 11-WB144 | Typewriter | Joy | | \$150.00 |
| WW 2500 | 11-24360 | Typewriter | Cec Cee | | 150.00 |
| WW 2500 | 11-24374 | Typewriter | Kelly | | 150.00 |
| WW 2500 | 11-29546 | Typewriter | Jennifer | | 150.00 |
| WW 2500 | 11-25026 | Typewriter | Records | | 150.00 |
| Total: | | | | | \$750.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Accepted

Company Signature

Printed Name Jim Killoran

Title Service Manager

Date: _____

Company Signature

Printed Name

Title

Date: _____



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

December 11, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the chemical bid for laundry and dish machines to ECOLAB Center, 370 Wabasha Street, North, St. Paul, Minnesota.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1
Stan Haseltin
Don J. Cavallini

District #2
Matt Sorensen
Rick Dean

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Duane Moss

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #6
George J. Gordon
David W. Selzer

District #7
P.A. "Sue" Berglund
Berlie Rackauskas

District #8
Paul R. Segobiano
Tari Renner

District #9
Adam D. Kinzinger
Cathy Ahart

District #10
Benjamin J. Owens
Bob Nuckolls

Chemical Quote Form for 2004

| | UNIT SIZE/ UNIT PRICE | AUTO- DISPENSER | 100% PARTS & LABOR FOR DISH MACHINE | ESTIMATED MONTHLY USAGE | PRODUCT SPECIFICATION MATERIAL DATA SAFETY SHEET ENCLOSED |
|--|---|--------------------|--|-------------------------------|---|
| LIQUID LAUNDRY DETERGENT | Ecolab Inc. Tri-Star Glo #15420 5gal/pail \$57.00/pl | Yes | No | 4.0 pails | Yes |
| LIQUID LAUNDRY DESTAINER/ BLEACH | Ecolab Inc. Laundri Destainer #15982 5gal/pail \$34.50/pl | Yes | No | 4.00 pails | Yes |
| LIQUID LOW-TEMP DISH MACHINE DETERGENT | Ecolab Inc. H.D. Eco Klene #14514 5gal/pail \$50.50/pl | Yes | Yes | 1.5 pails | Yes |
| LIQUID LOW-TEMP DISH MACHINE RINSE | Ecolab Inc. Ultra Dry #15172 4.5gal/pail \$75.00/pl | Yes | Yes | 1.00 pails | Yes |
| LIQUID LOW-TEMP DISH MACHINE SANITIZER | Ecolab Inc. Ultra San #13961 5gal/pail \$30.50/pl | Yes | Yes | 1.00 pails | Yes |
| LIQUID DELIMER | Ecolab Inc. Lime-A-Way #12021 4/1gal \$33.50/cs | | No | .333gallons | Yes |
| Third Sink Sanitizer | Ecolab Inc. Ster Bac Blu #11023 4/1gal \$48.50/cs | Yes | No | .666gallons | Yes |
| Pot and Pan Soap | Ecolab Inc. Solitaire #17301 4/5# \$115.00/cs | Yes | No | 1 capsule | Yes |

Please fill out each block above with either a yes or no or supply correct information specified.

Name of Company Submitting Quote Ecolab Inc.

Name of Authorized Agent Thomas E. Ohs

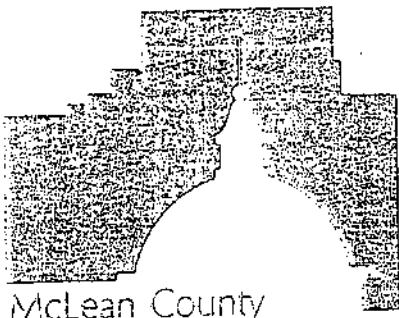
Date of Quote 9/26/03

Company Telephone Number 800-352-5326 ext 4310

Total Quote for Chemicals \$7,433.47 (12 months)

Additional Comments _____

Signature of Authorized Agent _____



McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5166
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

September 9, 2003

Ecolab Inc.
Contract Sales
370 Wabasha Street
St. Paul, MN 55102

Enclosed, you will find the 2004 McLean County Jail's request for Chemical Agents. Even if you do not wish to submit a quote, please respond to the request. You may also fax your response to (309) 888-5072.

Contact me at (309) 888-5068, if you have any questions.

My email address is tomp@mclean.gov

Thank you,

Tom Phares, Jail Superintendent
McLean County Jail



MCLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
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(309) 888-5034
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FAX (309) 888-5072

Instructions to Vendors Wishing to Quote Prices for
Chemical Agents to be used in Mclean County Jail Laundry
and Dish Machine 2004

Page 1

Purchaser

Purchaser is the Mclean County Sheriff's Department, Room 105 Law and Justice Center, 104 West Front Street, Bloomington, Illinois 61702-2400

Bid Procedures

Quotes shall be prepared on bid forms supplied by the Mclean County Sheriff's Department.

The quotes shall be mailed to Tom Phares, McLean County Jail Superintendent, McLean County Sheriff's Department, 104 West Front, Bloomington, Illinois 61702-2400. The due date for the quotes is October 15, 2003.

All vendors will be required to conduct an on-site inspection prior to submitting quotes. The trays now being used are insulated and a new dish machine will be installed this year. The dish machine is a Val uclean model VC 1000. Contact Tom Phares @ 309-888-5068 to set up an appointment. The quotes will be evaluated by the Sheriff and the successful vendor will be notified.

Specifications for quotes

Vendors having questions on specifications or any portion of the procedure should contact Tom Phares, Jail Superintendent @ 309-888-5068. Hours are Monday-Friday 8:30am- 4:30pm.

See Attached Chemical Agent Specifications.

See attached form for quotes.

CHEMICAL AGENT SPECIFICATIONS

McLean County is requesting quotes for the following chemical agents

- A. **Liquid Laundry Detergent:** Must be of premium quality with a built in alkaline booster. Product must have the capability of removing heavy grease and food type soils.
- B. **Liquid Laundry Destainer / Bleach:** Product must be of premium quality with the ability to remove stains in an institutional laundry operation.
- C. **Liquid Low Temperature Dish Machine Detergent:** Low energy detergent to be formulated with alkalinity levels designed for optimum performance of service wears.
- D. **Liquid Low Temperature Dish Machine Rinse:** Agent to have excellent sheeting action to eliminate alkaline and water film deposit. In addition it must control foam.
- E. **Liquid Low Temperature Dish Machine Sanitizer:** Sanitizing agent should be used for low-temperature chemical machines. Agent must be effective in sanitizing all food and beverage utensils.
- F. **Liquid Delimer:** Chemical agent must reduce alkaline deposits on all service wear.
- G. **Third Sink Sanitizer:** Must meet/exceed the current needs for proper sanitation of the kitchen utensils and other items requiring this process.
- H. **Pot and Pan Soap:** Must be able to meet/exceed the current needs for the cleaning of the pots and pans.

- I. All chemical agents should be stored in (5) gallon containers. Containers must have the capability of being connected to the washing machine and dish machine for automatic dispensing of chemical agent. In addition, supplier must be able to provide 100% parts and labor for up-keep of low-temperature energy mizer brand dish machine and chemical dispensers for washing machines.
- J. All quotes will include a full product specification sheet. Also, Material Data Safety Sheet shall accompany all quotes.
- K. The vendor must be able to deliver chemical agents to the McLean County Detention Facility within 15 days of notification of award of quote.
- L. The vendor must maintain an inventory of chemical agent and be able to ship the product to the McLean County Detention Facility upon notice.
- M. Vendor will be required to supply enough chemical agent to effectively clean an average of 160 loads per week, utilizing (3) 50-pound Milnor washing machines. Vendor will also be required to supply enough chemical agent to effectively clean an average of (210) 10 ¾ X 14 ½ X 2 1/8 trays, 6 oz. Cups, 10 oz. bowls, and service wear (3) times daily.
- N. The vendor will be required to guarantee the unit price of the product for the duration of the contract period (contract period to expire December 31,2004.)



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

December 11, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the Live-Scan Maintenance Agreement to Identix.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1
Stan Haselton
Don J. Cavallini

District #2
Matt Sorensen
Rick Dean

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Duane Moss

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #6
George J. Gordon
David F. W. Selzer

District #7
P.A. "Sue" Berglund
Berle Rackauskas

District #8
Paul R. Segobiano
Tari Renner

District #9
Adam D. Kinzinger
Cathy Ahart

District #10
Benjamin J. Owens
Bob Nuckolls



Live-Scan Maintenance Agreement Quotation

Date: June 4, 2003
(Quoted prices valid 30 days)
Rev. Level*:

Contract Period: February 1, 2004 - January 31, 2005

Bill To:
McLean County Sheriff's Office
104 W. Front Street
Bloomington, IL 61702
Attn: Tom Phares
Office: 309-888-5068
Fax: 309-888-5072
Equipment Covered:

Quotation #: 103381-S
Type of Service: 9/5
Terms of Payment: Monthly

Equipment Location:
McLean County Sheriff's Office
104 W. Front Street
Bloomington, IL 61702

IDX - 103381

| Item | Qty | Part# | Description | Price | Ext. Price |
|------|-----|----------------|---|-------|------------|
| 1 | 1 | TP-600NEC2N | TouchPrint 600 Workstation to include the following: TP-617PO - Ethernet LAN Adapter, TP-628N - NFS Server & Client, TP-666N - NATMS Protocol Support with WSQ Compression, TP-691NECN - Accu-Capture Slap to Roll, TP- 626 - Modem, TP-RSMM - Remote Service Management Support, TP-614LS - Duplex Printer, TP-601 - Livescan Cabinet, TP-UPS - Power Supply | | \$6,268.82 |
| | | | | | \$826.88 |
| 2 | 1 | EASE06280010-A | Back-up CPU | | \$7,095.70 |

Annual Total:

Agreement Total:

Monthly Payments

\$591.31

Please Note:

Your present maintenance contract will expire January 31, 2004. If payment is received in full prior to this date no lapse of service will occur. If payment (in full or in part) is received after the expiration date, your current maintenance agreement will expire. A new maintenance contract will take effect upon receipt of full payment to Identix unless otherwise agreed in writing by Identix. You agree that any service provided during the interim will be billed at Time & Material rates. If your maintenance agreement has expired for more than 30 days there will be a \$800, plus travel expense, charge per system evaluation for operational readiness prior to any new maintenance agreement(s) or renewal(s). Any replacement parts, labor and expenses incurred to repair the equipment to operational readiness are not covered by the evaluation charge. It will require a separate purchase order prior to the establishment of a new maintenance agreement.

Live-Scan Maintenance Agreement Quotation

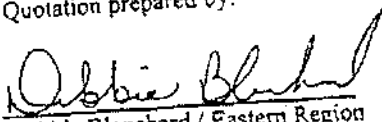
Special Comments:

Tax not included. Please add if applicable.

*Revision Changes include:

By signing below, you accept the attached Terms & Conditions. With this page signed, please include a Check or Purchase Order referencing the quotation number listed on the top-right corner of this agreement.

Quotation prepared by:



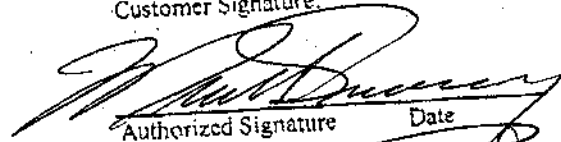
Debbie Blanchard / Eastern Region
1336 Mark NE
Grand Rapids, MI 49525

Phone: 616-447-2626
Fax: 616-447-2629

Enclosures:

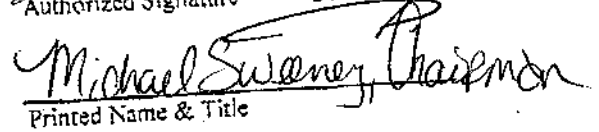
Purchase Order Waiver Form for Maintenance Renewal
Maintenance Scope of Work
Maintenance Agreement Terms & Conditions

Customer Signature:



Authorized Signature

Date



Printed Name & Title

IDENTIX PURCHASE ORDER WAIVER FORM
FOR
RENEWAL MAINTENANCE

Date: _____

Quotation#: _____

PRIOR TO RECEIVING SERVICE THIS FORM MUST BE FAXED TO:

616-447-2629

This form confirms that the Accounts Payable Department at _____
(name of customer)
does not require a hard copy purchase order or a purchase order number to process payment for
this Identix renewal maintenance invoice.

Accordingly, this letter authorizes Identix to bill for parts and labor associated with services
rendered per Identix Maintenance Agreement Terms and Conditions Section II. B. a. b. c. and D.

Information contained on the invoice will be sufficient to secure prompt payment of all invoices
in accordance with the authorized signature on this waiver form.

Signature

Date

Printed Name and Title

Organization

Bill To Address:

Identix Maintenance Scope of Work

1. Support. In consideration of Customer's timely payment of Annual Maintenance Fees for the applicable service level, Identix shall provide the following Services to Customer:

All Levels

- Unlimited telephone technical support for System hardware and software from the Identix TouchCare™ Support Center (24 hours/7 days per week) via our toll free number.
- TouchCare™ Support Center Managed problem escalation, as required, to Identix technical Support staff to resolve unique problems. This does not include support for Customer provided communication networks.

24/7 Coverage

- Telephone response to service calls will be made within one (1) hour from the time the service call was received and Help Desk Support will attempt issue resolution prior to Field Service Engineer dispatch.
- On site maintenance coverage seven days, 24 hours (including Holidays). On site response by an Identix Field Service Engineer will occur within four (4) hours of Field Service Engineer dispatch in a 100 mile radius of an authorized Identix service location. (24 hours for remote customers), all on a "best efforts" basis.

9/5 Coverage

- Telephone response to service calls will be made within four (4) hours from the time the service call was received and Help Desk Support will attempt issue resolution prior to Field Service Engineer dispatch.
- On site maintenance coverage during weekdays (holidays excluded) during normal business hours (8:00 A.M. to 5:00 P.M. M-F). On site response by an Identix Field Service Engineer will occur within eight (8) working hours in a 100 mile radius of an authorized Identix service location. (24 hours for remote customers), all on a "best efforts" basis during normal working hours. After hour visits will be billed on a time and material basis. Support provided on a "best effort" basis within 48 hours of a call for service.

Helpdesk Coverage

- Telephone response to service calls will be made within four (4) hours from the time the service call was received and Help Desk Support will attempt issue resolution.
- If required, customer site visit by an Identix Field Service Engineer will be provided at current time and travel rate. Support provided on a "best efforts" basis within 48 hours of a call for service.

* "Best Effort" basis provides reasonable response subject to delays, such as extreme traffic conditions, acts of God, weather, air travel postponements and other delays that may occur that are out of the control of the responding agent.

2. Parts. Identix will furnish all parts, boards, and components necessary for the service and maintenance of equipment covered by this agreement. Defective parts replaced by Identix during the performance of maintenance shall become the property of Identix. Consumable parts (i.e., platens, toner cartridges, charge rollers, etc.) will be replaced at the customer expense and are not included in this agreement.

3. Access to Equipment. Identix Field Service Engineer will be provided with full and free access to the equipment and a safe environment in which to work.

4. Maintenance Service. Maintenance services covered by this agreement do not include maintenance, repair, or replacement of damaged parts resulting from the client's movement of equipment, environmental conditions, acts of God, accident, neglect, operator or other misuse, or negligence. Upon request, Identix may agree to perform such excluded services in accordance with its current rates for time, travel, mileage, expenses and replacement materials. Other services outside the scope of work as defined above require a purchase order before commencing work per Identix Maintenance Agreement Terms and Conditions Section II (B).

5. Printer Coverage: Identix will provide maintenance services for system printers covered by an ongoing, contiguous Maintenance Agreement. System printers not on a current maintenance contract (expired over 30 days) may be denied current or future coverage due to lack of repair parts or end-of-life determination by the manufacturer.

IDENTIX Maintenance Agreement Terms and Conditions

GENERAL SCOPE OF COVERAGE

Subject to payment of the Annual Maintenance Fees set forth in the written Identix Incorporated ("Identix") Maintenance Agreement Quotation to Customer ("Customer"), Identix, or its authorized agents or subcontractors, shall provide the system ("System") maintenance services ("Services") set forth herein (this "Agreement") and in the written Identix Maintenance Scope of Work ("Scope of Work") attached hereto. The Maintenance Agreement Quotation and Scope of Work are hereby incorporated into this Agreement by this reference.

EXCEPTION TO COVERAGE

A. Damage to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control are not covered and may subject Customer to a surcharge or to cancellation of this Agreement. In addition, Identix may terminate this Agreement in the event the System is modified, damaged, altered, moved or serviced by personnel other than those employed/contracted by Identix, or if parts, accessories, or components not authorized by Identix are fitted to the System.

B. Out of scope services as defined on the accompanying Scope of Work requires a purchase order prior to commencement of work. Identix has no obligation to perform out of scope services without a purchase order accepted by Identix. Notwithstanding the foregoing, as a courtesy to customer, Identix may proceed without a purchase order upon signature of Identix' Purchase Order Waiver Form (example attached) which will obligate customer for payment in full of services rendered.

C. Any equipment not registered under this Agreement at time of purchase will be required to have a pre-maintenance inspection before it will be accepted under this Agreement. This inspection will also be required if the current Agreement has expired by more than thirty (30) days. This inspection will be billed at the rate of \$300 per system plus travel expenses and parts (if any required).

D. Any unauthorized modification of the System by the Customer will void the terms of this Agreement with no rebate.

SERVICE CALLS

Service calls under this Agreement will be made at the installation address identified in the Maintenance Agreement Quotation or as otherwise agreed to in writing. Identix service personnel (or those contracted by Identix) will not handle, disconnect, or repair unauthorized attachments or components. In addition to service calls made at the installation address, the Customer may request technical support from the Touchcare™ Support Center by calling 1-888-HELP-IDX or 1-800-932-0889.

REPAIR AND REPLACEMENT OF PARTS

All parts necessary to the operation of the System, with the exception of the parts listed in Section II (C) above, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement. All parts will be furnished or an exchange will be made and will be new standard parts or parts of equal quality. All parts removed for replacement become the property of Identix.

TERM AND TERMINATION

This Agreement shall become effective upon receipt by Identix of the Annual Maintenance Fee provided on the Maintenance Agreement Quotation document and shall continue for one (1) full year from the date of receipt, installation or previous expiration date, whichever is applicable. The Agreement shall be automatically renewed for successive similar periods subject to the receipt by Identix of the Annual Maintenance Fee in effect at the time of renewal, provided that the Customer is not in default and provided that the System has not reached its "end of life" for support as designated by Identix. In addition to any other rights under this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other party, and the unused portion of the maintenance will be refunded (except as otherwise noted).

CHARGES

The initial fee for Services under this Agreement shall be the amount set forth as the Annual Maintenance Fee in the Maintenance Agreement.

Quotation. The Annual Maintenance Fee with respect to any renewal term will be Identix current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Identix' invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees or a termination of this Agreement at the election of Identix, and Customer agrees to pay such charges promptly when due.

BREACH OR DEFAULT

If Customer does not promptly pay charges for Services or parts as provided hereunder when due:

A. Identix may refuse to service the System; and

B. Identix may provide service at current non-contractor call rates on a CCO basis. Customer agrees to pay Identix' costs and expenses of collection including the maximum attorneys' fees permitted by law (said fee not to exceed 25% of the amount due hereunder).

Identix equipment is designed to give excellent performance when used and maintained in a proper manner. If the Customer abuses the System in such a way as to cause abnormally frequent service calls or service problems, then Identix may, at its option, assess a surcharge or terminate this Agreement. In this event the Customer will, at the option of Identix, be offered service on a "per call" basis at the then current rates.

LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE TOTAL NET PROCEEDS FOR THE SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OF THE SYSTEM, AND COSTS OF RECREATING LOST DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

LIMITED LICENSE TO SOFTWARE PATCHES AND UPGRADES.

If Customer is entitled to receive software patches or upgrades under the terms of this Agreement ("Software"), the Customer shall have a limited, non-exclusive, non-transferable, non-sublicensable right to use the machine readable format of the Software internally for the sole purpose of providing maintenance support and testing on products and/or systems purchased by the Customer from Identix. Nothing in this Agreement shall be deemed to grant to Customer any right or authority, by license, implication, estoppel or otherwise, to (and Customer agrees that it shall not directly or indirectly modify, manufacture, copy, license, sublicense, sell or otherwise distribute the Software (or any portion thereof), or otherwise commercially exploit the Software in any way whatsoever. Customer covenants and agrees that it shall not directly or indirectly, create derivative works from the Software or reverse engineer, disassemble and/or decompile all or any portion of the Software.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Illinois, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of Identix and the Customer. This Agreement may not be assigned by the Customer to a third party without the prior written consent of Identix.

CONTRACT

McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 16th day of December, 2003 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCDF PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, HOSPITAL employs MCDF PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCDF PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the jail for the purpose of providing medical aid to inmates and consult with MCDF Health Services staff and with the Sheriff as MCDF Warden, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
2. Prepare treatment protocols for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to jail inmates.
4. Establish written guidelines and directions for transportation of COUNTY inmates under the Sheriff's supervision for emergency care.
5. Assure that the content and scope of written inmate medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to inmates of the McLean County Detention Facility.

7. Attend quarterly administrative meetings with the MCDF Administrator, and Director of MCDF Health Services.
8. In conjunction with Director of MCDF Health Services, Sheriff's Department, and State's Attorney's Office, determine the applicability of County Jail Standards (Medical), State of Illinois, to the provision of medical care in the jail and assure such medical care is provided in accordance with such applicable Standards.
9. Arrange for medical coverage during absences.
10. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
11. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCDF PHYSICIAN and any employee of OSFHS directed by the MCDF PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCDF PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Adult Detention Facility with recommendations and input from MCDF PHYSICIAN.

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise MCDF Health Service staff.
9. During the first year of this Agreement (January 1, 2003 through December 31, 2003), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$43, 207.45 per year payable on a monthly basis.
10. During the second year of this Agreement (January 1, 2004 through December 31, 2004), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$44, 075.00 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2003 and terminate on December 31, 2004 unless terminated by either party in accordance with 9 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCDF PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.

2. The HOSPITAL is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCDF PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCDF PHYSICIAN, and final medical judgment pertaining to the inmates incarcerated in the MCDF will be the responsibility of the MCDF PHYSICIAN.

5. Nothing in this Agreement shall prevent the MCDF PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.
6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCDF Physician.

This provision does not apply to arranging for medical coverage during absences.

7. At the time of this Agreement the HOSPITAL and the COUNTY acknowledge that the duties of the MCDF PHYSICIAN will require a minimum of four hours per week in the Adult Facility.
8. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the HOSPITAL upon thirty days written notice.
 - b) At the request of the County Board and/or the Sheriff upon thirty days written notice.
 - c) Inability or incapacity of the MCDF PHYSICIAN to carry out the terms of the Agreement.
10. In the event McLEAN COUNTY's equipment is used by the MCDF PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCDF PHYSICIAN during the period of such use by the MCDF PHYSICIAN or subcontractor.
11. The HOSPITAL shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise Taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
12. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
14. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
15. It is understood that the terms of this Agreement include all the agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this 16th day of December, 2003.

OSF HEALTHCARE SYSTEM, an
Illinois not for profit corporation,
owner and operator of St. Joseph
Medical Center, Bloomington, Illinois

ATTEST:

By: _____
Secretary

By: _____

COUNTY OF McLEAN, a body
politic and corporate

ATTEST:

By: _____
Michael F. Sweeney, Chairman
McLean County Board

APPROVED:

Peggy Ann Milton, Clerk of the
McLean County Board of McLean
County, Illinois

David Owens
McLean County Sheriff

w:\dls\cont\jailphys.0'

**AGREEMENT
FOR DENTAL CLINICIAN**

THIS AGREEMENT, made this 16th of December, 2003, by and between the McLean County Board, (hereinafter known as the Board), and, Dennis R. Krug, D.D.S., a dentist licensed to practice dentistry in the State of Illinois, (hereinafter known as the Dental Clinician.)

WHEREAS, the County of McLean has authority under 745 ILCS 10/4-105 (1992), to provide medical and dental care to inmates housed at the McLean County Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable dental care to inmates housed at the McLean County Detention Facility; and,

WHEREAS, the Dental Clinician has the capacity to provide such service:

THE DENTAL CLINICIAN AGREES TO:

1. Provide dental services including examination and treatment of inmates of the McLean County Detention Facility who are referred for services by designated nursing staff.
2. Provide Dental Assistant services for each clinic, if necessary, and appropriate compensation for those services.
3. Report to the Director of McLean County Adult Detention Facility Health Services Department and advise the same on all matters related to dental practices within the facility.
4. Assist the McLean County Detention Facility staff in developing and implementing policies that will assure high quality dental care.
5. Recommend needed supplies and equipment.
6. Participate in program evaluation activities as required by funding sources and licensing and regulatory bodies.
7. Secure and maintain malpractice insurance and Worker's Compensation Insurance for the Dental Clinician any Dental Assistant and, upon request, supply to the Board a certificate of insurance evidencing such coverage.
8. Maintain all licenses and certifications necessary to practice Dentistry in the State of Illinois throughout the term of the Agreement.

DENTAL CLINICIAN CONTRACT

Page Two

9. Complete any and all continuing education necessary to obtain and maintain knowledge of all current dental practices with respect to services to be performed under the Agreement.
10. The Dental Clinician will indemnify and hold harmless the Board, its Director, agents, employees and assigns against any and all claims arising out of or relating to the Dental Clinician's activities pursuant to this Agreement.

THE BOARD AGREES TO:

1. Implement policies, which assure high quality dental care and treatment.
2. Provide adequate equipment, supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Sheriff's Department and McLean County Board and executed through the McLean County Detention Facility staff.
3. It is understood that the basic purpose of dental services is to provide pain relief and treatment for abscesses or infections and that restorative work will be provided only after consultation with administrative staff. It is further understood that inmates with dental needs that exceed the terms of this agreement will be referred to a provider mutually agreeable to both parties.
4. Provide appropriate space for private dental examination and treatment of inmates.
5. The Board will provide their employees with liability coverage as deemed appropriate by the McLean County Board.
6. Participate in program evaluation activities as required by funding sources or regulatory bodies.
7. Provide maintenance and confidential storage of dental records.
8. Provide periodic statistical reports as deemed appropriate.
9. During the first year of this Agreement (January 1, 2003 through December 31, 2003), provide compensation to the Dental Clinician at an hourly rate of \$127.30 portal to portal in addition to a monthly stipend of \$95.61 payable monthly upon invoice by the Dental Clinician.
10. During the second year of this Agreement (January 1, 2004 through December 31, 2004), provide compensation to the Dental Clinician at an hourly rate of \$129.85 portal to portal in addition to a monthly stipend of \$97.52 payable monthly upon invoice by the Dental Clinician.

DENTAL CLINICIAN CONTRACT
Page Three

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2003 and terminate on December 31, 2004 unless terminated by either party in accordance with 11 a or b of this section.
2. No administration practice of the Board shall unduly restrict or compromise the dental practice of the Dental Clinician.
3. It is understood by both parties that Dental Clinician is a dentist licensed to practice dentistry in the State of Illinois and is not an employee of the Board.
4. The Dental Clinician is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Board in so far as the manner and means of performing the services and obligations of this agreement. However, the Board reserves the right to inspect the Dental Clinician's work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
5. In the event the Board's equipment is used by the Dental Clinician or any subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the Dental Clinician during the period of such use by the Dental Clinician or subcontractor.
6. The Dental Clinician shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
9. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.

DENTAL CLINICIAN CONTRACT

Page Four

10. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
11. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the Dental Clinician upon thirty (30) days written notice.
 - b) At the request of the Board upon thirty (30) days written notice.
12. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this agreement, invalid or unenforceable.
13. This Agreement may not be assigned or subcontracted by the Dental Clinician to any other person or entity without the written consent of the Board.
14. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
15. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the Agreement between the parties and in witness thereof the parties have affixed their respective signature on the date first above noted.

APPROVED:

Dennis R. Krug, D.D.S.

David Owens,
McLean County Sheriff

APPROVED:

ATTEST:

Michael F. Sweeney, Chairman
McLean County Board

Peggy Ann Milton, Clerk of the
County Board of McLean County, Illinois

CONTRACT 553140-CY00

This CONTRACT, made this 16th day of December, 2003 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois hereinafter called the BOARD, the McLean County Sheriff, and the McLEAN COUNTY CENTER FOR HUMAN SERVICES, located in the City of Bloomington, Illinois, hereinafter called the AGENCY.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County jail inmates; and,

WHEREAS, the AGENCY has the capacity to provide such services; and,

WHEREAS, the BOARD by and through the McLean County Health Department has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health service for inmates of the McLean County Detention Facility;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2004 through December 31, 2004, to provide crisis intervention, clinical consultation, and other mental health services for McLean County jail inmates as specified in the AGENCY'S response to McLean County's Detention Facility Health Services request for proposal and as specified in this CONTRACT.
2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than SIXTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$67,700.00) unless supplemental appropriations are made by the McLean County Board. It is understood by both parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. The grant is conditioned upon the AGENCY cooperating in good faith with the McLean County Board of Health or any committee or subcommittee thereof in planning, developing and executing written comprehensive inter-agency cooperative agreements whenever it is deemed appropriate by both parties. Such agreements shall address, but not be limited to, the areas of inter-agency staffing, inter-agency staff training/development, and inter-agency fiscal resource planning. Cooperating in good faith as used herein shall include, but not be limited to, attendance at meetings with representatives of the McLean County Board of Health, in connection with any aspect of inter-agency coordination upon given reasonable notice of such meetings by the McLean County Board of Health.
4. The purpose of the Program described in this CONTRACT is to provide the following:
 - a. Assist nurses at the McLean County Detention Facility to evaluate the mental health status of disturbed prisoners (may include use of the crisis staff, clinical staff, and/or clinical consultant); and,

- b. Provide training to nurses at the Detention Facility on mental health procedures, including the use and effect of psychotropic medications; and,
 - c. Provide consultation to Detention Facility staff concerning disturbed prisoners, and assist with the management and treatment of those prisoners; and
 - d. Provide direct therapy to a limited number of prisoners as referred by the Detention Facility staff; and,
 - e. Provide evaluations as requested by the Court of those prisoners in need of such evaluation (within the limits of staff capacity).
 - f. Provide medical orders to registered nurses at the McLean County Detention Facility who administer psychotropic medications.
5. The AGENCY will provide the BOARD, with all reasonable assistance and consultation from the Health Department Staff, with written reports of any problems encountered in the implementation of the program, recommendations for program changes if indicated, and other information the AGENCY may feel will be of value to the BOARD; and, in addition, periodic program and/or financial audits by a representative designated by the BOARD will be allowed.
6. In order to enhance the working relationship among local Illinois Department of Human Services (DHS) providers, strengthen local input into the community system of care, improve the planning, coordination and management of (DHS) and local resources, the AGENCY agrees to recognize the BOARD under the provisions of the County Public Health Department Act., 55 ILCS, DIV 5-25, the Community Services Act., 405 ILCS, DIV 30-1 and, Sections 103.10, 103.20, 103.30, 103.40 and 103.50 of 59 Illinois Administrative code and provisions of DHS rules and regulations as the focal point of planning and local review and comment on State grant applications including cooperating in good faith with the BOARD in the following areas:
- a. Participating with the BOARD and DHS grantees in the development of long range and annual local comprehensive service plans for submission to DHS Region.
 - b. Submission to the BOARD of DHS grant-in-aid funding requests, including responses to Requests for Proposal (RFP), for review and comment.
 - c. Submission to the BOARD of DHS Program Service and Funding Plan (IDMH/DD1261), Agency Plan 1.0-10.0 inclusive semi-annual Changes in individual Agency Service Plans shall be submitted on the appropriate DHS forms to the BOARD for review and comment.
 - d. Provide notification to the BOARD of the dates and times of all scheduled DHS site visits for the purpose of participation by a staff representative of the BOARD.
 - e. Provide copies of all site visit instruments to the BOARD either prior to or at the time of the schedule site visit.

7. The BOARD will require from the AGENCY an audited financial report(s) covering the CONTRACT period and showing how and where AGENCY'S funds were spent. This audit may be accomplished on CENTER FOR HUMAN SERVICES'S fiscal year and submitted no later than 120 days following the close of that fiscal year.
8. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by the AGENCY upon the following schedule of fees:

| | | |
|----|---|-------------------|
| a. | Crisis Team screening and assessment response | \$60.00 hr/person |
| b. | Nurse consultation (phone or in person) | \$60.00 hr |
| c. | On-site psychiatrist services (phone or in person with travel) | \$134.00 hr |
| d. | Psychiatrist sessions | \$60.00 session |
| e. | Scheduled In-house assessment & services | \$41.00 hr |
9. This CONTRACT may be terminated for any of the following reasons:
 - a. At the request of the AGENCY upon thirty days written notice; and,
 - b. At the request of the BOARD upon thirty days written notice; and,
 - c. Failure of the AGENCY to carry out the program services specified in this CONTRACT; and,
 - d. Failure of the AGENCY to meet reporting deadlines or grant conditions as specified in this CONTRACT; or,
 - e. Failure of the BOARD to receive adequate County funding for Mental Health contractual services.
10. AGENCY is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
11. AGENCY shall save and hold the BOARD, and the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.

12. The AGENCY shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
13. The AGENCY shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD:
14. AGENCY shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
15. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.
16. This CONTRACT shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
17. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
18. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
19. This CONTRACT may not be assigned or Subcontracted by AGENCY to any other person or entity without the written consent of BOARD.
20. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
21. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and the AGENCY without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.

553140-CY00

22. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to AGENCY for the cost of changes of additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

Given under our hands and seals the day and year first written above.

David Owens,
McLEAN COUNTY SHERIFF

McLEAN COUNTY CENTER FOR HUMAN SERVICES

By _____
Tom Axley

McLEAN COUNTY BOARD OF HEALTH

By _____
Joanne Maitland, President

McLEAN COUNTY BOARD

By _____
Michael F. Sweeney, Chairman

ATTEST:

Peggy Ann Milton, Clerk of the County
Board of McLean County, Illinois

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CONTRACT – INMATE CHAPLAIN

This contract entered into this _____ day of December, 2003 between the County of McLean, A Body Corporate and Politic and Colleen Bennett (Inmate Chaplain) pursuant to her successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

The Inmate Chaplain is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of McLean County in so far as the manner of performing the services and obligations of this contract. However, McLean County shall have the right to control access to the McLean County Detention Facility (MCDF) in accordance with sound security procedures. Additionally, McLean County reserves the right to inspect the Inmate Chaplain's work and service during the performance of this contract to ensure that this contract is performed according to its terms. This right to inspect does not extend to circumstances disclosed in counseling conducted by the Inmate Chaplain. The Inmate Chaplain is obligated to furnish, at his/her own expense, all the necessary labor, tools, supplies, and materials. Materials reasonably available and routinely supplied to inmates and volunteers shall in like manner be supplied by Commissary to the Inmate Chaplain free of charge.

The Inmate Chaplain will be responsible for the maintenance of all religious activities in the McLean County Detention Facility (MCDF) in accordance with MCDF policies and procedures.

The Inmate Chaplain shall save and hold McLean County (including its officials, agents, and employees) free and harmless from all liability, including any claim of the Inmate Chaplain for any payments under any workers' compensation insurance, arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of McLean County for any costs, expenses, judgments and attorney fees paid or incurred, by or on behalf of McLean County, and/or its agents and employees.

The Inmate Chaplain shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.

The Inmate Chaplain shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

MCDF shall provide clerical help to assist the Chaplain in the maintenance of paperwork necessary to document the provision of religious activities.

McLean County agrees to pay the Inmate Chaplain the Contract price of \$9,945.00. Payments to be made quarterly.

The term of this Contract shall be for 12 months beginning January 1, 2004. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

Either party may cancel this Contract without cause upon giving the other party thirty (30) days notice. Upon cancellation, payments due under this Contract shall be prorated to the date of termination.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.


This Contract may not be assigned or subcontracted by the Inmate Chaplain to any other person or entity without the written consent of the McLean County Sheriff.

This Contract shall be binding upon the parties hereto and upon the successors in interest, assign's, representatives and heirs of such parties.

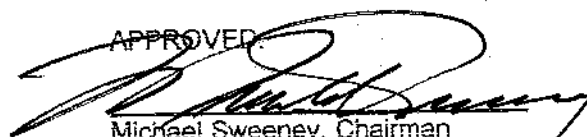
This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto.

Parties agree that the foregoing and the attached document(s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

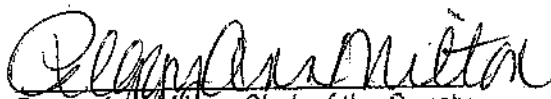
ADOPTED by the County Board of McLean County, Illinois, this _____ day of December 2003.


Colleen Bennett


Sheriff Dave Owens

APPROVED:

Michael Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of McLean County, Illinois

McLean County Detention Facility Inmate Chaplain

The Inmate Chaplain is responsible for all religious programs within the McLean County Detention Facility (hereafter indicated by MCDF). These weekly programs include:

- 3 Bible Studies
- 2 Sunday Church Services
- Roving Ministry Program

The services include two male and one female Bible Studies and two Sunday Services, one for the males and one for the females. The Inmate Chaplain is responsible for organizing and scheduling volunteers to conduct these studies. She also teaches many of the Bible Studies, as well as fills in when volunteers can't make their scheduled time. Also, in an effort to provide incentives that will boost moral and promote harmony the Inmate Chaplain provides the showing of various religious videos and provides two special musicals during the year; at Easter and during the Christmas Season.

Since all services within the MCDF are non-denominational Christian Services, as to provide impartial representation to all those requesting religious information, the Chaplain makes direct contact with many pastors and religious organizations to provide contact or non-contact visits of the inmate's religious preference. Upon receipt of a request from an inmate the Chaplain will do her best in making these visits possible and from any recognized, legally established religion as long as the said visit would not jeopardize the order, safety, and rules of the MCDF. These visits have included but not been limited to clergies of the following organizations: Catholic, Baptist, Methodist, Lutheran, Presbyterian, Jehovah Witness, Muslim, Pentecostal, Inter-Denominational, Jesus Only. These visits total an average about seventy annually. Sixty percent of these are contact visits and forty percent are non-contact.

The Inmate Chaplain also organizes a group of licensed ministers to conduct the Roving Ministry Program, where a volunteer comes in once a week and roves through out the jail, counseling and talking with inmates.

The Inmate Chaplain responds to an average of five monthly one-on-one requests for personal counseling from inmates dealing with concerns including but not limited to religious and moral issues, marital and family concerns, substance abuse problems and help with community services. The Inmate Chaplain's degree in Criminal Justice and Biblical training provides her the expertise and experience in resolving many of these conflicts, providing the inmates with resolution and the ability to cope positively in their current situation thus resulting in a more docile inmate while in custody. She also gives support and grief counseling to those who loose loved ones while incarcerated. Her home and work numbers are posted for 24 hours emergency needs. The Inmate Chaplain when deemed appropriate will counsel with various family members in an effort to assist in reestablishing a family unit once the inmate is released.

The Inmate Chaplain through networking with various community agencies and churches has provided clothing, assistance for transportation home, etc. on behalf of inmates. The Inmate Chaplain does extensive work with recommendation and interview for the Teen Challenge and New Life for Girls Rehabilitation Programs. Having first hand knowledge of these programs she is able to set up interviews and help walk inmates through the program. She writes letters of recommendation to the Judges and

Attorneys as necessary and through a church program has assisted in having the required entrance fee waived or paid. Several inmates from MCDF have benefited from these programs. On occasion the Inmate Chaplain has been called to testify on behalf of inmates.

The Inmate Chaplain is a liaison between the detention facility and the community at-large, specifically the religious community. She provides reports to pastors, churches and religious organizations concerning the out reach programs, participation and any success stories. Also, since no religious materials including Bibles or Quran have internal funding, she makes requests to the above for donations of religious materials.

The Inmate Chaplain is responsible for a volunteer staff of 30 individuals. She provides quarterly schedules and updates on jail procedures and policy changes as necessary. She also has semi-annual meetings to update on needs and concerns of volunteers. Although we have a strong volunteer program these individuals are not reliable for the daily requirements of the chaplain's position.

The Inmate Chaplain is responsible for all clerical duties including record keeping yearly statistics and any mailings for her programs. She is also responsible for the upkeep of the religious section of the library. The Inmates Chaplain spends an average of no less than 25 to 30 hours weekly performing her duties.

In this time of jail overcrowding, I feel there is great importance for all of our jail programs. Our religious programs, as well as educational programs have high attendance. They provide focus and meaning to the inmate's while incarcerated and add to a more harmonious atmosphere. This cuts down on inmate to inmate conflict and inmate to correctional officer conflict, which in turn provides a safer environment for inmates as well as staff.

Prepared by Betty Poshard, Program Director and Colleen Bennett, Jail Chaplain.

Section 701.240 Religious Services

- a) Detainees shall be afforded an opportunity to participate in religious services and receive religious counseling.
- b) Detainees shall not be required to attend or participate in religious services or discussions.

(Source: Amended at 21 Ill. Reg. _____, effective April 1, 1997)

Section F Religious Programs

Principle: A written body of policy and procedure governs the facility's religious programs for inmates, including program coordination and supervision, opportunities to practice the requirements of one's faith, and use of community resources.

Program Coordination and Supervision

3-ALDF-5F-01
(Ref. 2-5298-1) There is a chaplain(s) with two minimum qualifications of (1) Clinical Pastoral Education or equivalent specialized training and (2) endorsement by the appropriate religious certifying body.

Comment:

The chaplain shall assure equal status and protection for all religions.

3-ALDF-5F-02
(Ref. 2-5298-2) In facilities with an average daily population of 500 or more inmates there is a full-time chaplain(s). For facilities with less than 500 inmates adequate religious staffing is available.

Comment:

None.

3-ALDF-5F-03
(Ref. 2-5298-3) The chaplain(s) in cooperation with the facility administrator (and/or his designee) plans, directs, and supervises all aspects of the religious program, including approval and training of both lay and clergy volunteers from faiths represented by the inmate population. The chaplain (s) has access physically to all areas of the facility to minister to inmates and staff.

Comment:

The religious program shall be designed to fulfill the responsibility of the facility to ensure that all inmates are able to voluntarily exercise their constitutional right to religious freedom.

3-ALDF-5F-04
(Ref. New) The chaplain has physical access to all areas of the facility to minister to inmates and staff.

Comment:

None.

3-ALDF-5F-05
(Ref. New) The chaplain or designated religious staff member develops and maintains close relationships with community religious resources.

Comment:

Community resources can help augment the delivery of appropriate religious services on special holidays or as needed to meet the requirements of the diversity of religious faiths among inmates.

Opportunity to Practice One's Faith

3-ALDF-5F-06
(Ref. 2-5372)

Written policy, procedure, and practice provide that inmates have the opportunity to participate in practices of their religious faith that are deemed essential by the faith's judicatory, limited only by documentation showing threat to the safety of persons involved in such activity or that the activity itself disrupts order in the facility.

Comment:

Religious practices include, but are not limited to, access to religious publications; religious symbols; congregate worship/religious services in appropriate space; individual and group counseling; religious study classes; and adherence to dietary requirements. Inmates in administrative segregation are allowed to participate in such religious practices subject to the same limitations stated in the standard.

In determining what constitutes legitimate religious practices, the facility administrator or designee should consider whether there is a body of literature stating religious principles that support the practices and whether the practices are recognized by a group of people who share common ethical, moral, or intellectual views.

3-ALDF-5F-07
(Ref. 2-5298-4)

When a religious leader of an inmate's faith is not represented through the chaplaincy staff or volunteers, the chaplain(s) assists the inmate in contacting such a person. That person shall have the appropriate credentials from the faith judicatory and may minister to the inmate under the supervision of the chaplain.

Comment:

The religious leader may visit at designated regular times, with provision for emergency visits.

3-ALDF-5F-08
(Ref. 2-5298)

Written policy, procedure, and practice provide that inmates have the opportunity to participate in practices of their religious faith that are deemed essential by the faith's judicatory, limited only by documentation showing threat to the safety of persons involved in such activity or that the activity itself disrupts order in the facility.

Comment:

Religious practices shall include, but are not limited to: access to religious publications; religious symbols; congregate worship/religious services in appropriate space; individual and group counseling; religious study classes; and adherence to dietary requirements. Inmates in administrative segregation shall be allowed to participate in such religious practices subject to the same limitations. In determining what constitutes legitimate religious practices, the facility administrator or designee should consider whether there is a body of literature stating religious principles that support the practices and whether the practices are recognized by a group of people who share common ethical, moral, or intellectual views.

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Comment:

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In determining what constitutes legitimate religious practices, the facility administrator or designee should consider whether there is a body of literature stating religious principles that support the practices and whether the practices are recognized by a group of people who share common ethical, moral, or intellectual views.

3-ALDF-5F-07
(Ref. 2-5298-4)

When a religious leader of an inmate's faith is not represented through the chaplaincy staff or volunteers, the chaplain(s) assists the inmate in contacting such a person. That person shall have the appropriate credentials from the faith judicatory and may minister to the inmate under the supervision of the chaplain.

Comment:

The religious leader may visit at designated regular times, with provision for emergency visits.

3-ALDF-5F-08
(Ref. 2-5298)

Written policy, procedure, and practice provide that inmates have the opportunity to participate in practices of their religious faith that are deemed essential by the faith's judicatory, limited only by documentation showing threat to the safety of persons involved in such activity or that the activity itself disrupts order in the facility.

Comment:

Religious practices shall include, but are not limited to: access to religious publications; religious symbols; congregate worship/religious services in appropriate space; individual and group counseling; religious study classes; and adherence to dietary requirements. Inmates in administrative segregation shall be allowed to participate in such religious practices subject to the same limitations. In determining what constitutes legitimate religious practices, the facility administrator or designee should consider whether there is a body of literature stating religious principles that support the practices and whether the practices are recognized by a group of people who share common ethical, moral, or intellectual views.

McLean County Detention Facility Policies and Procedures

Inmate Chaplain

Policy #1306

Policy: It shall be the policy of the McLean County Detention Facility to provide a Chaplain to minister to the inmates of the MCDF.

Procedure:

- A. The Inmate Chaplain will possess two minimum qualifications:
 - 1. A Clinical Pastoral Education or equivalent training.
 - 2. Endorsement by the appropriate religious certifying body.
- B. The Inmate Chaplain will be responsible for the maintenance of all religious activities in the MCDF.
- C. The Inmate Chaplain will coordinate activities under the supervision of the Program Director.
 - 1. The Program Director will assist the Chaplain in planning, directing and supervising all aspects of the religious programs.
- D. The Inmate Chaplain will have access to all areas of the MCDF in order to minister to the inmates.
- E. The Inmate Chaplain will ensure that there is no discrimination in religious program participation based on inmates' race national origin, color, sex, economic status, or political belief.
- F. The Inmate Chaplain will ensure that the various religious needs of the inmates are met and that services and counseling to inmates are available on a voluntary basis, except when the safety and security of the MCDF could be demonstrated to be in conflict with these needs.
- G. If a religious leader of an inmate's faith is not represented through the chaplain staff or volunteers, the Inmate Chaplain will assist the inmate in contacting such a person and will approve a visit under his supervision.
- H. The Inmate Chaplain will monitor all religious needs, provide needed services, facilitate religious programs and maintain appropriate records.
 - 1. Clerical help will be provided to assist the Chaplain in the maintenance of necessary paperwork (MCDF Clerks may be used in these instances).

- I. The Inmate Chaplain will be responsible for the screening and training of all volunteers assisting in religious programs.
 1. The Inmate Chaplain will periodically monitor these volunteers to assure that the volunteers are acting within MCDF guidelines.
 2. Those volunteers who do not follow the Facility guidelines will be advised of this, what corrections need to be made and will be informed that continued violations of the guidelines could result in their dismissal from the volunteer program.
- J. The Inmate Chaplain will be responsible for screening those individuals who wish to minister to groups or specific individuals. In order to ascertain if the ministerial credentials are valid, the Inmate Chaplain will assist in the maintenance of the MVDF Volunteer Identification System for those who have been approved and will have access to the Facility.
 1. The Inmate Chaplain ensures approved ministers have proper credentials and are allowed reasonable access to inmates requesting visits.
 2. Individual visits will be conducted in the Attorney Rooms.
 3. The Inmate Chaplain will provide documentation of visits.
- K. The Inmate Chaplain will ensure that all inmates have access to appropriate facilities, clergy, publications, and opportunities to adhere to dietary and other requirements of their faith.
 1. The Health Services staff approves and adheres to special diets as well as proper nutritional standards.
- L. The Inmate Chaplain will ensure that all inmates have the opportunity to participate in practices of their religious faith that are deemed essential by that faith's judicatory.
 1. Denial of such practices will require documentation of a safety threat to persons involved in such activity.
 2. Documentation will also be required showing the activity itself disrupts the order of the MCDF or there is a threat to the security of the MCDF.
- M. The Inmate Chaplain will develop and maintain close relationships with community religious resources.
- N. The Inmate Chaplain, in cooperation with the Program Director will develop and maintain communications with faith communities and will approve donations of equipment or materials for the use in religious services.

Superintendent:

Thomas Phares

Effective Date:

McLean County Detention Facility Policies and Procedures

Roving Minister

Policy #1312

Policy: It shall be the policy of the McLean County Detention Facility to allow minister visits within the cellblocks or pods.

Procedure:

- A. Every Thursday a representative from the Ministerial Association will come to the MCDF to visit the inmate population.
 - 1. The Inmate Chaplain will ensure that the Roving Minister does not discriminate against inmates regarding the inmate's race, religion, national, sex, handicap or political views.
- B. For the purpose of this program, this representative will be referred to as a "Roving Minister."
- C. The Roving Minister will, at his/her discretion, be allowed to visit with any inmate that he/she desires as long as such visit does not pose a threat to the safety and security of this Facility.
- D. The Roving Minister will be allowed to enter the cellblocks or other housing areas to meet with the inmates. The Watch Commander will determine whether the presence of an Officer is necessary for the safety and security of the minister. An Officer will check on the Roving Minister at least every fifteen (15) minutes.
- E. The Roving Minister must be able to meet the criteria and screening/orientation for volunteers.

Superintendent: _____

Thomas Phares

Effective Date: _____

McLean County Detention Facility Policies and Procedures

Church Services

Policy #1310

Policy: It shall be the policy of the McLean County Detention Facility to protect the inmate's right to practice his/her religious beliefs. All inmates shall have access to any available religious resources, services, instruction, or counseling, and shall be able to attend Church Services unless to do so would seriously threaten the safety, order and security of this Facility.

Procedure:

- A. Inmates that desire to attend Church Services will submit an Inmate Request Form to the Inmate Chaplain.
 - 1. The Inmate Chaplain ensures Church Service participation is not based on inmates' race, religion, national origin, sex, handicap or political views.
- B. Church Services will be scheduled so as not to interfere with normal MCDF operations, not be a threat to the safety, order and security of the Facility.
- C. Only those inmates approved by the Inmate Chaplain will be allowed to attend Church Services.
- D. The Inmate Chaplain will provide the Watch Commander with the names of the inmates to attend Church. The number of inmates attending Church Services will not exceed fifteen (15).
- E. Only those "Church Leaders" authorized by the Inmate Chaplain and the Program Director will be allowed to participate in Church Services.
- F. Inmates will be pat searched prior to returning to their appropriate cells.
- G. Church Services will be conducted in the Program Room or in the Library, depending upon staffing levels.
- H. An Officer will be placed in the Church Service for its duration.
- I. Denial of participation in Church Services will require documentation placed in the inmate's classification file showing a threat to the safety of the persons involved in Church Services or that the inmate's participation will disrupt the order of the MCDF.

Superintendent: _____

Thomas Phares

Effective Date: _____

McLean County Detention Facility Policies and Procedures

Bible Study

Policy #1308

Policy: It shall be the policy of the McLean County Detention Facility to provide it's inmates opportunities for the free exercise of their religious beliefs, subject only to those limitations imposed by legitimate security and operational requirements.

Procedure:

- A. Inmates that desire placement in a Bible Study class will submit an Inmate Request Form to the Inmate Chaplain.
 - 1. The Inmate Chaplain ensures that Bible Study participation is not based on inmates' race, religion, national origin, sex, handicap, or political views.
- B. Bible Study classes will be scheduled to avoid interfering with normal MCDF operations (not to pose a threat to the safety, order and security of Facility).
- C. Only inmates approved by the Inmate Chaplain will be allowed to participate.
- D. The Inmate Chaplain will provide the Watch Commander with the names of the inmates to attend this program.
 - 1. The number of inmates allowed to participate will not exceed fifteen (15) when conducted in the Program Room.
 - 2. The number of inmates allowed to participate will not exceed fifteen (15) when conducted in the Library.
- E. Bible Study Leaders must be able to meet the criteria and screening/orientation for volunteers.
- F. All inmates will be pat searched before returning to their cells.
- G. Bible Study will be conducted in the Program Room or in the Library, depending upon staffing levels.
- H. Denial of participation in Bible Study will require documentation placed in an inmate's classification file. The denial must show a threat to the safety of persons involved in Bible Study or that the inmate's participation will disrupt the order of the MCDF.

Superintendent: _____

Thomas Phares

Effective Date: _____

LETTER OF UNDERSTANDING
BETWEEN
McLEAN COUNTY BOARD AND THE
REGIONAL OFFICE OF EDUCATION
FOR McLEAN AND DEWITT COUNTIES

McLEAN COUNTY JAIL EDUCATION PROGRAM

IT IS MUTUALLY AGREED by and between the Regional Office of Education for McLean and DeWitt Counties (hereinafter referred to as "ROE" and the McLean County Sheriff's Department, Jail Division (hereinafter referred to as "JAIL") as follows:

1. SCOPE OF PROGRAM:

ROE will provide an instructional program for inmates of the JAIL consisting of the following components:

A. Instruction for adults.

2. RESPONSIBILITIES OF ROE:

ROE will provide classroom instruction in accordance with a schedule established by ROE in cooperation with the Superintendent of the JAIL or his designee. ROE will provide the Jail with a monthly schedule.

- A. The instructor(s) employed by ROE for such program will be certified in accordance with the regulations of the Illinois State Board of Education.
- B. ROE will furnish all textbooks, reference books, and instructional materials for such program.
- C. The ROE instructor will provide any written reports requested by the McLean County Detention Facility Program Director in a timely manner. The instructor shall have control of his/her classroom with regard to teaching methods, etc., and will have the final decision as to the style and method of teaching. He/she may remove or have removed any student from the class for cause. "Cause" shall include, but not be limited to, such things as being a disruptive influence, passing notes, failure to follow instructor's directions or a violation of any rule or regulation of the McLean County Detention Facility.
- D. A substitute teacher will be provided by ROE whenever there is a planned instructor absence of five (5) working days or more.

- E. For the purpose of administering this agreement, the following person will be designated representative of ROE unless the Sheriff is otherwise advised in writing:

Mrs. Joyce H. Fritsch, Director
GED/Adult Literacy Programs
905 N. Main St. Suite # 2
Normal, IL 61761
309-888-9884

3. RESPONSIBILITIES OF JAIL:

- A. The Program Director of the McLean County Detention Facility will be responsible for assigning students to the program.
- B. The JAIL will provide ROE with the following:
- (1) Classroom facilities with necessary furniture and equipment for conducting the program at the JAIL.
 - (2) Suitable arrangements for safekeeping of wraps and valuables while instructors are on duty at the JAIL.
- C. For the purpose of administering this agreement, the following person will be the designated representative of the JAIL unless ROE is otherwise advised in writing:

Thomas Phares, Jail Superintendent
104 W. Front Street
Bloomington, IL 61702-2400
(309) 888-5036

4. INSURANCE AND BENEFITS:

Because the parties to this Agreement are affiliated with the body politic and corporate of the County of McLean, the County of McLean will maintain workers' compensation, unemployment insurance and general liability insurance. For all other purposes the ROE shall be regarded as the employer in all respects, irrespective of the source of funding.

5. RESOLUTION OF PROBLEMS:

ROE and the JAIL agree that they will seek a satisfactory resolution to any problem that may arise during the term of this agreement, and that any such problem will be resolved by consultation and mutual agreement of the parties. In the event of a problem that cannot be resolved between the ROE Instructor and the McLean County Detention Facility Program Director, each should report the problem to his/her immediate supervisor.

6. PRIOR AGREEMENTS AND AMENDMENTS:

This Agreement cancels, terminates, and supersedes all prior Agreements of the parties respecting any and all subject matter contained herein. Any amendment or modification to this Agreement shall be in writing and shall be signed by all parties hereto.

7. DURATION OF AGREEMENT:

This Agreement shall be effective on January 1, 2004, through December 31, 2004.

8. COMPENSATION:

The JAIL will pay to ROE the amount of \$15,400.00 in two equal payments for conducting the program as follows:

- A. \$7,700.00 no later than January 15, 2004, and
- B. \$7,700.00 no later than July 1, 2004.

IN WITNESS WHEREOF, the undersigned as duly authorized representatives or officers of their respective entities, do now affix their signature to this Agreement on the date below indicated.

McLean County Sheriff's Department

By: _____ Date _____, David G. Owens, Sheriff

Regional Office of Education
McLean and DeWitt Counties

By: _____ Date _____

McLean County Board:

By: _____ Date _____
Michael Sweeney, Chairman

ATTEST: _____ Date _____
Peggy Ann Milton, Clerk of the County
Board of McLean, Illinois



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

December 11, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your EXECUTIVE COMMITTEE herewith respectfully recommends approval of the bid award for the purchase of vehicles for the Sheriff's Department as follows:

Five (5) Chevrolet Impala C91 Police Interceptors to be purchased from Miles Chevrolet;

One (1) Ford Expedition Special Service Vehicle to be purchased from Heller Ford.

Your EXECUTIVE COMMITTEE herewith respectfully recommends approval of the bid award for the purchase of a vehicle for the Coroner's Office as follows:

One Chevrolet Impala C91 Police Interceptor to be purchased from Miles Chevrolet.

Pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2004 the EXECUTIVE COMMITTEE herewith respectfully recommends approval of the bid award for the purchase of vehicles for the Sheriff's Department and the Coroner's Office. Funds for the purchase of vehicles for the Sheriff's Department and the Coroner's Office were approved in the Fiscal Year 2004 adopted budget of the County Board.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
B.H. "Duffy" Boss
Sonny Rodgers

District #7
P.A. "Sue" Berglund
Bette Rackauskas

District #9
Adam D. Kinzinger
Cathy Ahar

District #2
Matt Sorensen
Rick Dean

District #4
Susie Johnson
Duane Moss

District #6
George J. Gordon
David W. Setzer

District #8
Paul R. Segablano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls

VEHICLE PRICE SHEET

To be Purchased for the Sheriff's Department:

| Vendor | Vehicles to be Purchased | Purchase Price | Number of Vehicles | Total Cost |
|-----------------|---|----------------|--------------------|-------------|
| Miles Chevrolet | Chevrolet Impala C91 Police Interceptor | \$16,969.00 | 5 | \$84,845.00 |
| | Chevrolet Impala IWFXC | \$16,959.00 | 1 | \$16,959.00 |
| | Less 6 Trade-in Vehicles | | | \$68,304.00 |
| Heller Ford | Ford Expedition Special Service Vehicle | \$24,815.36 | 1 | \$24,815.36 |
| | Less 1 Trade-in Vehicle | | | \$21,815.36 |
| Sub-Total: | | | | \$90,119.36 |

To be Purchased for the Coroner's Office:

| | | | | |
|-----------------|---|-------------|---|--------------|
| Miles Chevrolet | Chevrolet Impala C91 Police Interceptor | \$16,969.00 | 1 | \$16,969.00 |
| TOTAL: | | | | \$107,088.36 |



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

December 11, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the recommended schedule for bidding and potential initiation of construction work for the Dome and Roof Repair and Restoration project at the Old McLean County Courthouse, as prepared by Wiss, Janey, Elstner Associates, Inc., architects for the project

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bastic

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #7
P.A. "Sue" Berglund
Bette Rackauskas

District #9
Adam D. Kinzinger
Cathy Ahari

District #2
Matt Sorensen
Rick Dean

District #4
Susie Johnson
Duane Moss

District #6
George J. Gordon
David W. Selzer

District #8
Paul R. Segobiano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls



ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS

Wiss, Janney, Elstner Associates, Inc.
120 N. LaSalle Street, Suite 2000
Chicago, Illinois 60602
312.372.0555 tel | 312.372.0873 fax
www.wje.com

RECEIVED

NOV 24 2003

MEMORANDUM

Facilities Mgt. Div.

Via: E-mail
To: Jack Moody McLean County (309) 888-5209
Greg Koos McLean County Museum of History (309) 827-0100
From: Jeff Koerber
Date: 18 November 2003
Project: Dome and Roof Repair and Restoration
Old McLean County Courthouse, Bloomington, Illinois
WJE No. 2001.3337
Subject: Revised Schedule

I am forwarding a revised schedule for the bidding and potential initiation of construction work for the Dome and Roof project at the Old Courthouse:

- 18 September 2003: Submittal of 100 percent complete construction documents to McLean County Facilities Management for submittal to Illinois Department of Natural Resources and Illinois Historic Preservation Agency
- 29 September through 4 November 2003: review of construction documents by Illinois Department of Natural Resources and Illinois Historic Preservation Agency
- 14 November 2003: Meeting between McLean County Museum of History (Greg Koos), McLean County (Jack Moody), and WJE (Jeff Koerber) to review comments and discuss date and procedures for release of documents for bidding
- 10 November through 2 December 2003: internal review of documents by WJE prior to release for bidding; printing of documents (40 sets)
- 4 December 2003: approval by McLean County Property Committee of Old Courthouse dome repair documents for bidding
- 8 December 2003: advertisement for bidding
- 8 December 2003: release of the construction documents to contractors
- 16 December 2003: mandatory pre-bid meeting
- 9 January 2004: return of bids for the grant funded repair work
- 9 January through 23 January 2004: review of bids by WJE, the Owner, and the Tenant; determination of final repair scope (base bid plus affordable alternates) based on bid prices and available budget
- Late January or early February 2004: notice of award to successful bidder following approval by McLean County
- February 2004: negotiation of construction contract; approval by McLean County Board
- March through May 2004: review of submittals and shop drawings from the construction contractor by WJE and the Owner
- May 2004: initiation of construction work (dependent on approval of contractor's submittals)
- December 2004: substantial completion of construction work (dependent on contractor's schedule)

Please understand that this revised schedule is based on several assumptions. Please contact me if you have any questions.



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

December 11, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Museum of History to authorize and approve the installation of a new Data Aire Unit at the McLean County Museum of History. The purchase price and installation cost for the new Data Aire Unit will be funded by a grant to the McLean County Museum of History from the Fell Foundation.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
B.H. "Duffy" Bass
Sonny Rodgers

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Duane Moss

District #6
George J. Gordon
David W. Seizer

District #8
Paul R. Segobiano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls

HERMES SERVICE and SALES
P.O. BOX 3304
409 S. CENTER
BLOOMINGTON IL. 61702-3304
Phone (309) 828-8111 Fax (309) 827-3121

Date: 02/06/03

McLEAN CO. HISTORICAL SOCIETY
200 NORTH MAIN
BLOOMINGTON, IL. 61701

Fax: 827-0100
Phone: 827-0428
Attn: Greg Koos
Project: 1st floor 5 ton unit

-PROPOSAL-

We propose to provide and install the following: (1) Data Aire unit DTGU532 (5-ton). This unit would be installed in the EXISTING mechanical room on the lower level. The area that will be cooled is a storage room (lower level) next to this mechanical room and a section of the first floor, which is presently being served by the 4-ton unit located in this mechanical room. We will adapt this 5-ton unit to your existing duct system. We will connect the water-cooled condenser to your lines, which are in the room. The power will be connected to the electrical service in this space. Included in our proposal are the materials necessary to hook up this unit and make it functional.

We will move the existing 4-ton Data Aire unit to the other mechanical room on this floor and install it. Our proposal covers the cost of the new unit and the move of the old 4-ton unit to the new mechanical room along with the hook up of both units. In addition to the new 5-ton unit we will install four new supply and one new return grill on the present duct system so that the first floor storage room will have cooling.

NOTE: We have included six gallons of glycol. This should meet the needs of another unit being added to the system. In the summer glycol needs to be checked and the system needs to be adjusted. We can provide this service for an additional fee if requested.

Installed cost of this unit \$23,103.00 (previous proposal 5-15-2000, \$21,680.00)

Delivery time 8 weeks

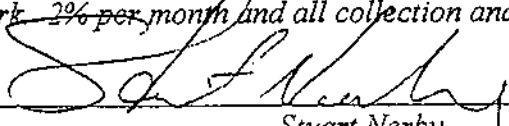
Warranty on the new 5-ton unit: Five years on the compressor and one year on the parts. This warranty will be provided through the manufacturer on all parts installed during this installation. Hermes Service and Sales will provide a one-year labor warranty from the date of start up on all materials and labor provided during this installation. There is no warranty on your present ductwork, the electrical or the piping system.

Costs for the following items are not in our bid price.

1. Mechanical drawings and/or engineers stamp for the HVAC plans.
2. Bond fees or additional insurance.
3. Asbestos removal if it is present in any area where work will be done.

The agent accepting this proposal agrees to make payment upon completion of the above stated work 2% per month and all collection and legal fees added to 30 day past due accounts.

Submitted by


Stuart Nerby

Date: 02/06/03

Our bid is valid for 30- days from this date. file:3mcIn0206

Proposal is

Accepted by:

Date:

November 13, 2003

Jack Moody
Building Facilities Manager
County of McLean
PO Box 2400
Bloomington IL 61702-2400



RECEIVED

NOV 18 2003

Facilities Mgt. Div.

Dear Jack,

The McLean County Museum of History proposes to have installed by Hermes Sales and Service a Data Air unit. We propose that the current unit, which services Room 102, be moved to service Rooms B-1 and B-2. A new and larger unit will be installed to service Room 102 and with the conversion of existing ductwork, it will also service B-3. All necessary power and plumbing connections have been previously stubbed in.

The museum will pay the costs of the new unit, the costs of moving the old unit and the costs of installing both of these units.

Thank you for your approval of this project, which has been funded by a grant from the Fell Foundation.

Sincerely yours,

Greg Koos
Executive Director

Enclosure (1)

Moody, Jack

From: Greg Koos [gregkoos@mchistory.org]
Sent: Tuesday, October 28, 2003 3:40 PM
To: Susan Hartzold (E-mail); Mary Ann Scheirman (E-mail); Bill Steinbacher-Kemp (E-mail); Laura Wheaton (E-mail); Dave Hauman (E-mail); Al Bowman (E-mail); Bob Watkins (E-mail); Carl Behr (E-mail); Carol Struck (E-mail); Carole Ringer (E-mail); Carolyn Yockey (E-mail); Chuck Wright (E-mail); Craig Alexander (E-mail); David Dorris (E-mail); Dsigler (E-mail); Fred Dolan (E-mail); Henry Bird (E-mail); Jack Bowles (E-mail); John Franklin (E-mail); John Krueger (E-mail); John Meek (E-mail); Mark Dunn (E-mail); Mike Matejka (E-mail); Mike Sweeney (E-mail); Nancy Froelich (E-mail); Pam Muirhead (E-mail); Pete Borowski (E-mail); Robert Eckley (E-mail); Sandra Harmon (E-mail); Steve Wannemacher (E-mail)
Cc: Jack Moody (E-mail)
Subject: Very Good News!

Hello all,
I am pleased to be able to pass on the good news that the Fell Foundation has agreed to donate \$25,000 to our capital fund. The principles of the foundation are Tim O. Ives, Tim R. Ives and Dave Merwin. If you have an occasion to see any of these three, please extend our thanks to them. Our principle contact on this has been with Tim O.

These funds are designated to improve HVAC for basement collection storage areas. With this support we will shift a Data Air unit from Farming Gallery support to another location to treat the furniture collection. A new unit will be placed in to support the Farming Gallery and it will also, with minor change in duct work, treat the archive annex.
Greg

Greg Koos
McLean County Museum of History
200 N. Main St.
Bloomington IL 61701
(309) 827-0428

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION OF REAPPOINTMENT OF CHRISTINE BRAUER
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION**

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,


WHEREAS, due to the expiration of a term Christine Brauer of the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of Christine Brauer a three year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2006 or until a successor shall have been qualified and appointed.

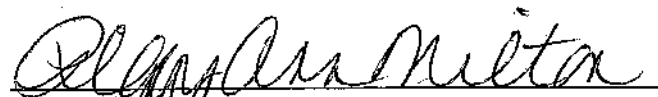
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reppointment to Christine Brauer and the Director of the McLean County Regional Planning Commission.

Adopted by the County Board of McLean County, Illinois, 16th day of December, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF MCLEAN

**A RESOLUTION FOR REAPPOINTMENT OF MARGENE TAYLOR
AS A MEMBER OF THE SHERIFF'S OFFICE MERIT COMMISSION**

WHEREAS, due to the expiration of term of Ms. Margene Taylor as a member of the Sheriff's Office Merit Commission, it is advisable to consider an reappointment to this position; and,

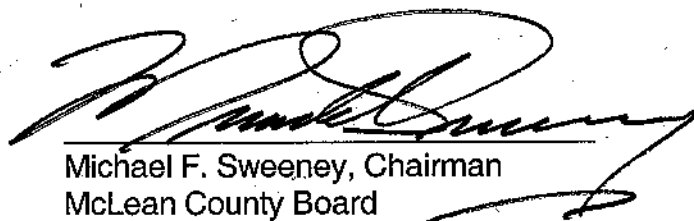
WHEREAS, the Chairman of the county board, in accordance with the provisions of 55 Illinois Compiled Statutes 5/3-8003, has the responsibility to fill a six year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Margene Taylor, as a member of the Sheriff's Office Merit Commission for a term of six years scheduled to expire on December 31, 2009, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Margene Taylor and the McLean County Sheriff.


ADOPTED by the County Board of McLean County, Illinois, this 16th day of December, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the
County Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF DAVID WILKINS
AS A COMMISSIONER OF THE
GOLDEN RULE DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term on the first Tuesday in September, 2003 of David Wilkins as a Commissioner of the Golden Rule Drainage District, it is advisable to consider a reappointment to this position; and,

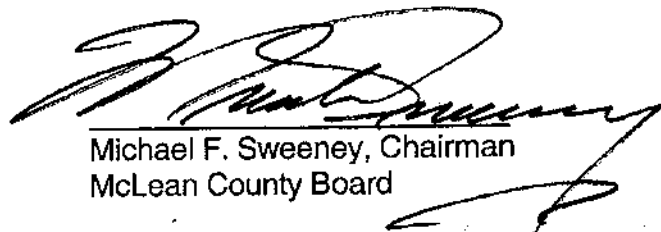
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of David Wilkins as a Commissioner of the Golden Rule Drainage District for a term of three years to expire on the first Tuesday in September, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to David Wilkins and John Freehill, Attorney for the District.

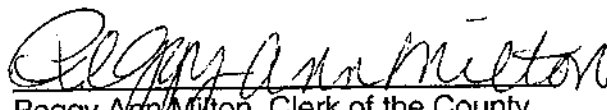
Adopted by the County Board of McLean County, Illinois, this 16th day of December, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

Members Owens/Gordon moved the County Board approve the Consent Agenda as amended. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

APPROVAL OF RESOLUTIONS OF CONGRATULATIONS AND COMMENDATION:
Member Berglund presented the following:

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Bloomington High School varsity boys' football team during the 2003 football season; and,

WHEREAS, the Bloomington High School varsity boys' football team finished the 2003 season with an overall season record of 13 wins and 1 loss; and,

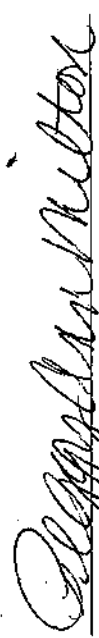
WHEREAS, the Bloomington High School varsity boys' football team were Big 12 Conference Champions, and were runner up in the Class 6-A Finals of the IHSA State Championships; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Football Coach Rigo Schmelzer, Assistant Coaches Don Anderson, Paul Wellha, Mark Becika, Rich Baldwin, Alan Kuchefski, and Drew Moore, and Team Members Adrian Arrington, Tanner Pachis, Coby Thompson, Jeremy Peden, John Hamrin, Mark Spence, James Wade, Daniel Nathan, Brent Holtz, Jake Callahan, Garrett Thompson, Ryan Strebing, Brandon Hughes, Billy Kummer, Eric Tapley, Donald Brown, Justin Harrison, Arturo Salazar, Justin Grant, Rod Castillo, Trammie Durham, Jody Brennan, Vincent Davidson, Steve Brown, Valsun Powe, Reed Welch, Shane Shubbe, Ryan Esch, Dane Ramirez, Mikey Keich, Adam Bishop, Dan Pettie, Adam Jansen, Jeremy Early, Jeremy Byrd, Bryce Henneberg, Eric Miller, Greg Higby, Emmanuel Jones, Luke Maurer, Matt Logsdon, Kurt Jenkins, Casey Frank, Jared Woodrey, Derrell Nicholas, Mike Neumann, and Tim McAvoy, now; therefore,


BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Bloomington High School varsity boys' football team are to be congratulated on winning the Big 12 Conference Championship, and on reaching the Championship game of the Illinois High School Association's Class 6-A State Football Playoff and on an outstanding season.

ADOPTED by the McLean County Board this 16th day of December, 2003.

ATTEST:


 Peggy Ann Miller, Clerk of the McLean County Board
 McLean County, Illinois

APPROVED:


 Michael F. Sweeney, Chairman
 McLean County Board

Member Berglund stated the following: I was on the District 87 School Board for three years and I have two daughters that graduated from Bloomington High School. If the coaches and players would like to come up, I will read the Resolution to them. Coach Rigo Schmelzer stated the following: I appreciate this certificate and brought with me three of the four captains. We thought that would be better than bringing all 61 players. Two of my varsity coaches are also with me. We appreciate this - thank you.

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the LeRoy High School varsity boys' football team during the 2003 football season; and,

WHEREAS, the LeRoy High School varsity boys' football team finished the 2003 season with an overall season record of 13 wins and 1 loss; and,

WHEREAS, the LeRoy High School varsity boys' football team were the 2003 runner up in the Class 1-A Finals of the IHSA State Championship and LeRoy's third trip to the State Championship since 1996; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Football Coach B.J. Zeleznik, Assistant Coaches Mark DeLaere, Doug Larson, Greg Conn, Derek Mead, Josh Clemons, Jake Kennedy and Jim Zeleznik and Team Members Josh Day, Tom Marcum, Drew Lindstrom, Tyler Elmore, Brian Morse, Miles Morris, Kyle Koerner, Justin Samples, Tyler Douglas, Kyle Knuth, Justin Hubbard, T.J. Schopp, Rodney Henson, Thomas Ready, Kyle Samples, Ryan Koerner, Derek Dean, Logan Poppe, Travis Wheel, Michael Byro, Cody Kline, Dan Crumbaugh, Jordan Nechkash, Chris Haffley, Justin Underwood, Cody Trenkle, Tim Jackson, Graham Nechkash, Brent Alexander, Dustin Barding, Brett Brunning, Derrick Hankins, Nick Bronke, Dane Hahn, Matt King, Mike Corzine, Alex Morgan, Jim Fike, Jason Matlock, Matt Bryan, Tom Kelly, Garrett Moyer, Austin Spratt, Jacob Flegel, Jesse Day, Jordan Stone, now; therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the LeRoy High School varsity boys' football team are to be congratulated on reaching the Championship game of the Illinois High School Association's Class 1-A Division Football Championship and on an outstanding season.

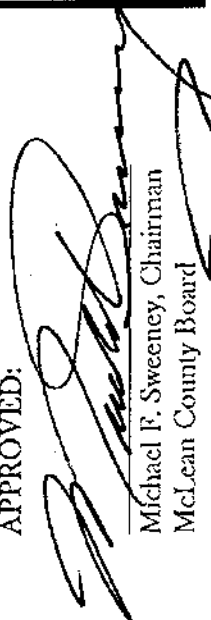
ADOPTED by the McLean County Board this 16th day of December, 2003.

ATTEST:



Peggy Ann Milton, Clerk of the McLean County Board
McLean County, Illinois

APPROVED:



Michael P. Sweeney, Chairman
McLean County Board

Member Sorensen stated the following: I will read the Resolution. Coach BJ Zeleznik introduced the players with him and stated the following: these young men were part of the senior class this year and they are leaving us with a 37 - 3 record over their high school careers. They have done a wonderful job making sure football is heading in a positive direction and have done a wonderful job of brining the community together.

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Central Catholic High School varsity girls' volleyball team during the 2003 volleyball season; and,

WHEREAS, the Central Catholic High School varsity girls' volleyball team finished the 2003 season with an overall season record of 36 wins and 5 losses; and,


WHEREAS, the Central Catholic High School varsity girls' volleyball team advanced through the IHSA Class A girls' volleyball tournament and won the Regional championship, the Sectional championship, the Super-Sectional championship, and placed third in the IHSA Class A State Championship; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Volleyball Coach Daniel Rolph, Assistant Coaches Keith Kosharek, Darren Voith and Mark Quenette and Team Members Allie Adams, Sarah King, Liz Meadows, Sara Swanlund, Chelsea Rolph, Lizzy Rondone, Joellen Miller, Katie Johnson, Jenni Kobus, Megan Naborowski, Amy Olson, Lauren Lachavich, Amy Schmitz, and, Michelle Donnelly; and team statisticians, Teresa Kirk and Kelsey Lockett, now, therefore,


BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Central Catholic High School varsity girls' volleyball team are to be congratulated on IHSA Class A girls' volleyball tournament, and on an outstanding season.

ADOPTED by the McLean County Board this 16th day of December, 2003.

ATTEST:


Peggy Ann Johnson, Clerk of the McLean County Board
McLean County, Illinois

APPROVED:


Michael P. Sweeney, Chairman
McLean County Board

Member Selzer read the Resolution. Coach Daniel Rolph stated the following: this is an honor. The girls have worked hard to get here and I appreciate your taking the time to honor them in this way. I also would like to say thank you to the community. I came from California about five years ago and there you don't see communities get behind sports the way this community does. Going to the Redbird Arena was an amazing experience for the girls. There is a lot to be said for this community.

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Epiphany Grade School girls' 7th grade basketball team during the 2003 basketball season; and,

WHEREAS, the Epiphany Grade School 7th grade girls' basketball team finished the 2003 season with an overall season record of 25 wins and 1 loss, with one game left to play; and,


WHEREAS, the Epiphany Grade School 7th grade girls' basketball team competed in the Final-Four Championship bracket of the State Girls' 7A Elementary School Basketball Tournament; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Basketball Coach Greg Reinhart, Assistant Coaches Dave Schmitt, Randy Macak, and Dori Smith and Team Members Hannah McCoy, Jennifer Janssen, Gina Henson, Andreea Taflan, Becca Macak, Lexi Sokol, Kerry Pelton, Adrianna Novario, Meghan Kelly, Bridgett Kennel, Jacqui Reinhart, Danielle Highland, Tiffany Ramirez, and team statistician Jennifer Bradtke; now, therefore,

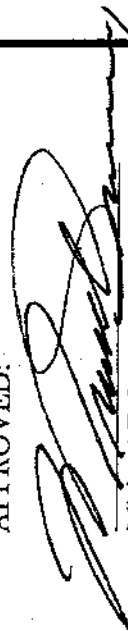
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Epiphany Grade School 7th grade girls' basketball team are to be congratulated on an outstanding season.

ADOPTED by the McLean County Board this 16th day of December, 2003.

ATTEST:


Peggy Ann Milton, Clerk of the McLean County Board
McLean County, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Member Segobiano stated the following: this is really a pleasure for me having worked with youth in the community for number of years. We are here today to honor some seventh-grade girls. I think if you listen to what the volleyball coach just said you will realize this community is truly blessed by the support that we give all of our athletes. I know from experience that it's the dedication that we have in this elementary system that prepares these young people for high school competition. He then read the Resolution. Greg Reinhart stated the following: I would like to say thank you to the Board for this recognition. It is quite an honor. Sitting here, and as Paul mentioned looking at the High School teams, I can only think that there are going to be great things in store for these girls. Probably the best thing about this year is that we can come back and do it again next year. Thank you. I will take this back to the school. All the girls, coaches, and staff thank you as well.

Chairman Sweeney stated the following: before we go to the Standing Committees I need to recognize State Representative Dan Brady who is here with us. Thank you for your work in Springfield, especially with the radio systems you got through the Governor's Office and then went on to Washington DC and got Congress to approve. Again, thank you very much.

EXECUTIVE COMMITTEE:

Member Sorensen, Vice-Chairman presented the following:

McLEAN COUNTY REVISED CODE

HOLIDAY SCHEDULE 5.92

CHAPTER.5 - COUNTY BOARD

ORDINANCE ESTABLISHING A HOLIDAY SCHEDULE
FOR COUNTY EMPLOYEES FOR THE YEAR 2004

WHEREAS, it is necessary each year that a holiday schedule for County employees be established; and,

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend a holiday schedule for certain County employees for the year 2004 pursuant to Article 4 of the McLean County Personnel Policies and Procedures adopted October 19, 1982, and subsequently amended; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

5.92-1 That the following 10-day holiday schedule for McLean County employees who are not members of a recognized collective bargaining unit for the year 2004 shall be as follows:

| | | |
|------------------------|----------|------------------------------|
| New Year's Day | Thursday | January 1, 2004 |
| Martin Luther King Day | Monday | January 19, 2004 |
| President's Day | Monday | February 16, 2004 |
| Memorial Day | Monday | May 31, 2004 |
| Independence Day | Monday | July 5, 2004 (Observed) |
| Labor Day | Monday | September 6, 2004 |
| Veteran's Day | Thursday | November 11, 2004 |
| Thanksgiving Day | Thursday | November 25, 2004 |
| Day after Thanksgiving | Friday | November 26, 2004 |
| Christmas Day | Friday | December 24, 2004 (Observed) |

5.92-2 That all County-paid employees covered by this ordinance shall comply with the holiday schedule stated in 5.92-1, and no such County employee shall receive compensation for any holiday other than those authorized above except that County-paid employees of the Circuit Court, i.e., Department 16 in Fund 001, shall comply with the holiday schedule adopted by the Eleventh Judicial Circuit.


5.92-3 That this Ordinance shall be posted in the Administrator's Office, Switchboard/Receptionist Desk at the Law and Justice Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building and at the Public Library of Bloomington and Public Library of Normal.

(2)

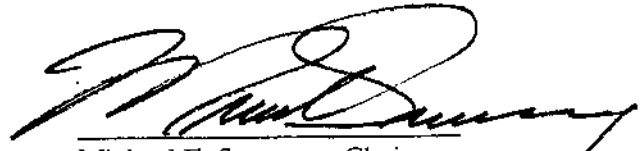
5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2003 is hereby repealed effective December 31, 2003.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of December, 2003.

ATTEST:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

e:\ord\holidays_2004ord

Members Sorensen/Renner moved the County Board approve a Request for Approval of an Ordinance Establishing a Holiday Schedule for County Employees for the Year 2004. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

McLEAN COUNTY REVISED CODE COUNTY BOARD MEETING DATES 5.91

CHAPTER 5 - COUNTY BOARD

AN ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES
FOR CALENDAR YEAR 2004

WHEREAS, it is necessary each year that the regular meetings of the McLean County Board be established; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend establishing County Board meeting dates pursuant to Illinois Compiled Statutes (2000), Chapter 5, Section 120/2.02; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, that:

(1) The regular monthly meetings of the County Board shall be in Room 700, McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois, on the following dates at the following times in calendar year 2004:

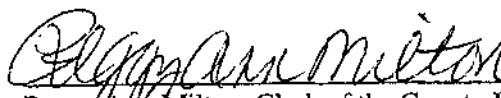
| | | |
|---------|-----------------------------|-----------|
| Tuesday | January 20, 2004 | 9:00 a.m. |
| Tuesday | February 17, 2004 | 9:00 a.m. |
| Tuesday | March 16, 2004 | 9:00 a.m. |
| Tuesday | April 20, 2004 | 9:00 a.m. |
| Tuesday | May 18, 2004 | 9:00 a.m. |
| Tuesday | June 15, 2004 | 9:00 a.m. |
| Tuesday | July 20 27, 2004 | 9:00 a.m. |
| Tuesday | August 17, 2004 | 9:00 a.m. |
| Tuesday | September 21, 2004 | 9:00 a.m. |
| Tuesday | October 19, 2004 | 9:00 a.m. |

(2) The regular monthly meetings of the County Board shall be in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois, on the following dates at the following times in calendar year 2004:

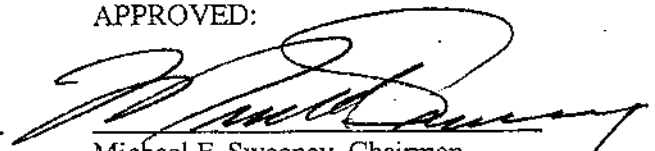
| | | |
|---------|-------------------|-----------|
| Tuesday | November 16, 2004 | 9:00 a.m. |
| Tuesday | December 21, 2004 | 9:00 a.m. |

ADOPTED by the County Board of McLean County, Illinois, this 16th day of December, 2004.

ATTEST:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Renner moved the County Board approve the Request for Approval of an Ordinance Establishing County Board Meeting Dates for Calendar Year 2004. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:



INFORMATION SERVICES
(309) 888-5100 FAX (309) 888-5209
104 W. Front, Room 702, P.O.Box 2400 Bloomington, Illinois 61702-2400

**Request for Approval
To Purchase Automated Citation Software**

To the Honorable Members of the Executive Committee and the McLean County Board:

Information Services requests permission to purchase automated citation software. This software will allow the Sheriff's office to produce citations that are typed rather than handwritten. The electronic data fed through this system can be worked with in order to automate citation entry in the Circuit Clerk's office.

The Town of Normal has indicated a willingness to use the same system and will be splitting the cost of the third item as well as maintenance costs with the County. The City of Bloomington is interested in the product as well but has not yet committed itself financially. This request is brought with the support of the Sheriff and the Circuit Clerk and in coordination with the Normal Police Department.

Only 15 printers are specified as that is the number of cars the County plans to outfit. The price break of purchasing 25 (50 in concert with Normal) provides a lower cost than if the County purchased only 15 at the higher rate.

Should Bloomington also decide to go live with the system, the 10 additional licenses could be charged back to Bloomington in order further recover costs. Alternatively, they can be sold to rural agencies that desire to use the system.

| | | | |
|-------------------------------|----|-----------|-------------|
| Verbal Response Component | 25 | \$275.00 | \$ 6875.00 |
| Auto-population of Citation | 25 | \$137.50 | \$ 3437.50 |
| ½ APS Interface Mobile to App | 1 | \$2500.00 | \$ 2500.00 |
| Epson Ticket Printers | 15 | \$ 550.00 | \$ 8250.00 |
| Maintenance (County Share) | 1 | \$2306.25 | \$ 3791.25 |
| Total | | | \$24,853.75 |

Illinois law ILCS 5/5-1022 (d) states "Notwithstanding the provisions of this Section [purchasing], a county may let *without advertising for bids* in the case of purchases and contracts, when individual orders do not exceed \$25,000, for the use, purchase, delivery, movement or installation of *data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services*".

To simplify the process, I further request permission to issue a purchase order for the entirety of the shared items, contingent upon receiving a letter/memo of understanding from the Town of Normal regarding the reimbursement of those expenses.

Respectfully submitted,

Craig Nelson
Director, Information Services.

Members Sorensen/Berglund moved the County Board approve the Request for Approval to Purchase Automated Citation Software – Information Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the General Report is located on pages 94-109.

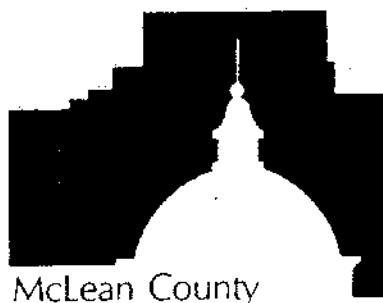
TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated the following: the Transportation Committee just wanted to let everyone know that we have a goodly supply of salt. We are flexing our muscles and are ready to do battle. We don't have any items for action today but Happy Holidays to all.

PROPERTY COMMITTEE:

Members Bostic/Owens moved the County Board approve the Request for Approval of Color Board for Interior Walls and Carpet for Government Center – Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:



McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5166
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

November 19, 2003

TO: Chairman Diane Bostic
Members of the Property Committee
FROM: Sheriff Dave Owens
SUBJ: DONATED 800 MHz RADIOS

During the process of trying to find a radio solution for the McLean County Sheriff's Office, State Farm Insurance Company donated approximately 100 used portable radios to my office. At the time, we were exploring the possibility of using the "Clear Talk" radio system for at least a short-term solution to our on going radio problems.

Since then, the McLean County Board seated a special radio committee to study the problem and make a recommendation to the full board. That recommendation was to go to the StarCom21 System which was being built by Motorola for the Illinois State Police. The full board approved and we are continuing to bring the radio issue to a successful resolution. As a result of this decision, the radios donated to my office by State Farm Insurance Company cannot be used because they are incompatible with the StarCom21 Radio System. Since their donation to us, State Farm sold the infrastructure, which these radios originally operated on, to the Paducah-McCracken County Office of Emergency Management and suggested they call us regarding the donated radios that we can no longer use. I have spoken with the Director of the Paducah-McCracken County Office of Emergency Management, Kent King, and they are in dire need of these radios for interoperability purposes within their area. (Please see attached letter)

These donated radios were not on the Auditor's inventory because I don't believe that they met the \$10,000 reporting requirement.

I would like permission from the Property Committee to donate these radios to the Paducah-McCracken County Office of Emergency Management, a public service agency.

Thank you for your consideration.

Sincerely,

David Owens
Sheriff

DO:jc



PADUCAH-MCCRACKEN COUNTY OFFICE OF EMERGENCY MANAGEMENT

Disaster & Emergency Services

3700 Coleman Road • Paducah, Kentucky 42001

Email: PadMcOEM@aol.com

Phone: (270) 442-6381

TDD: 1-800-247-2510

Fax: (270) 443-0803

November 13, 2003

Sheriff Dave Owens
McLean County Sheriff's Office
104 W. Front Street
PO Box 2400
Bloomington, IL 61702-2400

Sheriff Owens:

Per our phone conversation yesterday, our county is interested in the handheld Motorola radios you have offered to donate to us.

As I detailed on the phone, we're trying to achieve interoperable communications in our city and county with the purchase of the State Farm site equipment, and the radios you have would be a needed part of the plan.

Our city government and the McCracken Co. Sheriff is currently on a 800mhz Motorola Smartnet trunked system. However the city system wasn't designed to cover the County, so the Sheriff's deputies are without adequate communications on numerous occasions. Our goal is to use the site equipment we purchased from State Farm to construct a county-use 800 system to allow adequate coverage of the County. We'll also use the radios you mentioned to equip the County Fire Departments and other emergency agencies that are now on VHF with interoperable trunked communications.

I truly appreciate the offer on the radios, and applaud your efforts to help our County agencies in the interest of emergency preparedness and Homeland Security.

Sincerely,



Kent King

Director, Paducah-McCracken Co. Office of Emergency Management

Members Bostic/O'Connor moved the County Board approve the Request for Approval of Recommendation Received for Sheriff's Department to Donate 800 MHz Radios to Public Service Agency. Member Bostic stated the following: these radios were donated to us by State Farm and now Paducah, Kentucky is using the same radio system so State Farm approached us and asked if we could send them on down there. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

Veterans Assistance Commission

As Tenant,

For

Office Space Located on the Third Floor of
200 West Front Street, Bloomington, Illinois

Table of Contents

| | <u>Page</u> |
|--|-------------|
| 1. <u>Term.</u> | 1 |
| 2. <u>Rent.</u> | 1 |
| 3. <u>Tenants' Use and Operation.</u> | 1 |
| 4. <u>Building Common Areas.</u> | 1 |
| 5. <u>Maintenance and Repair.</u> | 1 |
| 6. <u>Parking.</u> | 2 |
| 7. <u>Alterations.</u> | 2 |
| 8. <u>Conduct.</u> | 2 |
| 9. <u>Signs.</u> | 2 |
| 10. <u>Estoppel.</u> | 2 |
| 11. <u>Access to Premises.</u> | 3 |
| 12. <u>Hazardous Material.</u> | 3 |
| 13. <u>Condemnation.</u> | 4 |
| 14. <u>Destruction.</u> | 4 |
| 15. <u>Insolvency.</u> | 4 |
| 16. <u>Assignment and Subletting.</u> | 4 |
| 17. <u>Default.</u> | 5 |
| 18. <u>Termination; Surrender of Possession.</u> | 5 |
| 19. <u>Waiver.</u> | 6 |
| 20. <u>Notices.</u> | 6 |
| 21. <u>Agency.</u> | 7 |

| | |
|------------------------------------|---|
| 22. <u>Partial Invalidity.</u> | 7 |
| 23. <u>Holding Over.</u> | 7 |
| 24. <u>Successors.</u> | 7 |
| 25. <u>Right to Terminate.</u> | 7 |
| 26. <u>Non-Affiliation Clause.</u> | 7 |
| Approval Signatures | 8 |

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and Veterans Assistance Commission, (hereinafter referred to as "VAC"), as tenant, desire to enter into a lease agreement for 1,640 s.f. of office space located on the third floor of the McLean County Health Department, 200 West Front Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed by the parties that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2004, and terminates on December 31, 2004.
2. **Rent.**
 - a. Rent shall be \$3904.00 to be paid by VAC in one annual payment to the McLean County Treasurer on the first day of the month following the receipt of revenue from the second installment of Property Tax bills.
 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
104 W. Front Street, Suite 706
Bloomington, Illinois 61702-2400**
3. **Tenant's Use and Operation.** VAC shall use the aforementioned leased premises only for the purposes of its general business office. VAC shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. VAC shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Building Common Areas.** VAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of VAC employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the

cost of repairs and maintenance caused by intentional acts or negligence of VAC employees, agents, or clients. VAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. VAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. VAC shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

6. **Parking.** COUNTY shall provide no parking for VAC.
7. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by VAC without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of VAC displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to VAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by VAC at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by VAC that VAC may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. VAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Conduct.** VAC shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
9. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by VAC without the prior express written approval of COUNTY.
10. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that

Page three

this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

11. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

12. **Hazardous Material.**

- a. **Prohibition.** VAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
- b. **Disclosure, Remediation, Liability, and Indemnification.** VAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of VAC, its agents, employees, invitees, clients, or licensees,
 - (i) VAC shall immediately notify COUNTY of the event;
 - (ii) VAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) VAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) VAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) VAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

13. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit VAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of VAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of VAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or VAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor VAC shall have any right in or to any award made to the other by the condemning authority.
14. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by VAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or VAC shall have the right to terminate this lease, or any extensions thereof.
15. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if VAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of VAC shall be appointed by reason of VAC's insolvency or inability to pay its debts, or if any assignment shall be made of VAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of VAC hereunder, by giving VAC notice in writing of the election of COUNTY to so terminate.
16. **Assignment and Subletting.** VAC shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

17. **Default.** If VAC shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which VAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if VAC shall abandon or vacate the premises during the term of this lease, or if VAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to VAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by VAC during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by VAC to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate VAC's right of possession and repossess the leased premises without demand or notice of any kind to VAC, in which case COUNTY may relet all or any part of the leased premises. VAC shall be responsible for all costs of reletting. VAC shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of VAC's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

18. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, VAC shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (7) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and

Page six

- (iii) Upon the request of COUNTY, at VAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to VAC's business and repair any damages caused by such removal; and
 - b. If VAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of VAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to VAC or to any other person. The failure of VAC to remove any property from the leased premises shall forever bar VAC from bringing any action or asserting any liability against COUNTY with respect to such property.
19. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of VAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by VAC.
20. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to VAC:

Executive Director
Veterans Assistance Commission
200 West Front Street, 3rd Floor
Bloomington, Illinois 61701

Page seven

21. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
22. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
23. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
24. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of VAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
25. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 20, page six (6) of this lease pertaining to all notices.
26. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

Page eight

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 16th day of December, 2003.

APPROVED:

VETERANS ASSISTANCE
COMMISSION

COUNTY OF McLEAN

By: _____

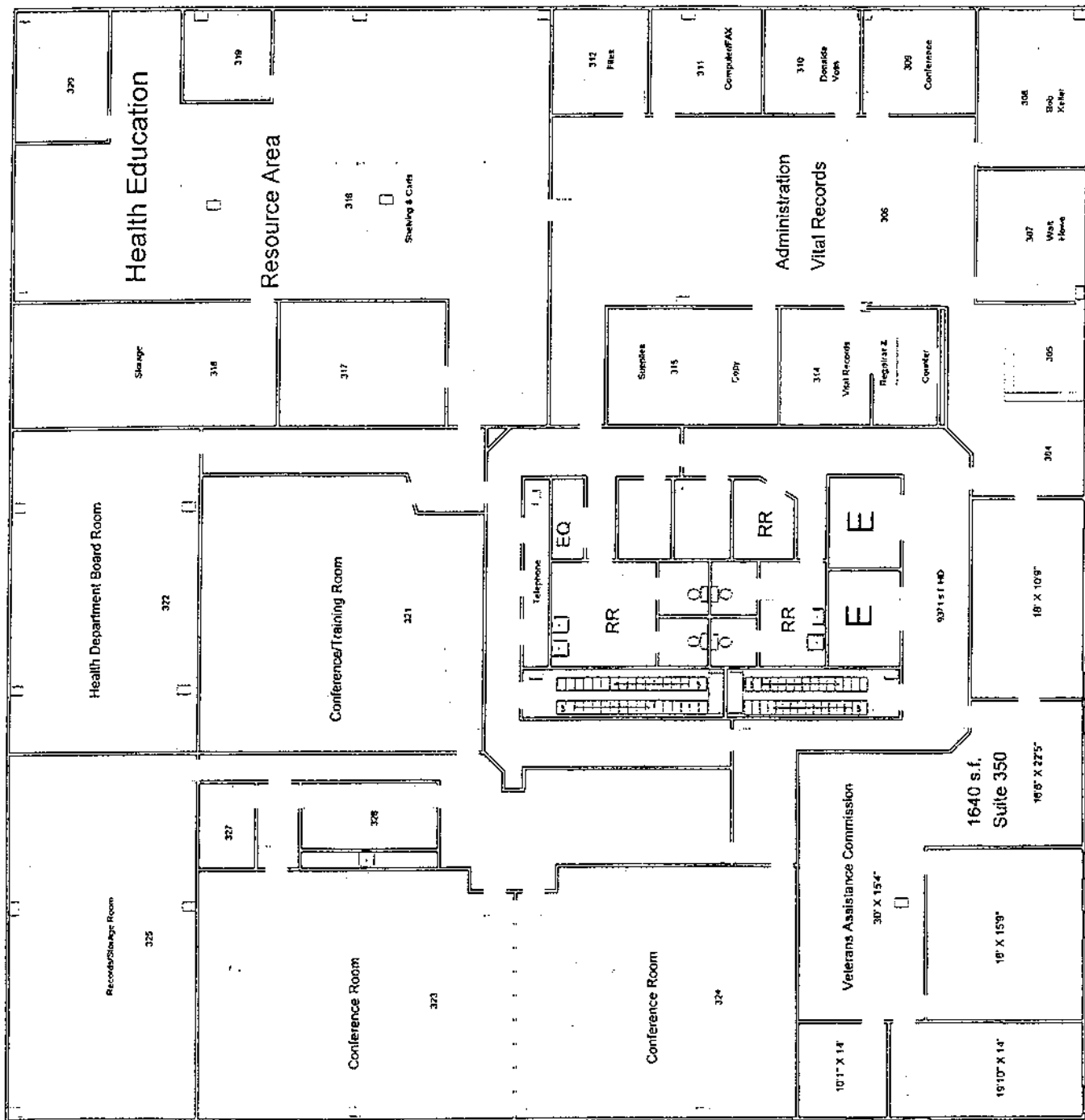
By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

VAC04.Doc



3rd Floor Health Dept. 200 W. Front Street Revised: 11/6/03 MCHD3.PL1:Plan

Members Bostic/Berglund moved the County Board approve the Request for Approval of a Lease Agreement for Veterans' Assistance Commission at 200 W Front Street – (Health Department Building). Member Selzer stated the following: I think it is great that we are doing this. The Veterans' Commission is currently at the McBarnes Building but with the sale of that we are moving them over to the Health Department Building. There is finally going to be parking for those veterans – handicap accessible. We have already heard very positive feedback from a number of people that use that office. It is co-located with the Health Department where they also receive services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

LEASE AGREEMENT AMENDMENT

THIS AMENDMENT TO A LEASE AGREEMENT made this 12th day of December, 2003, between the Public Building Commission of McLean County, Illinois, McLean County, Illinois, a municipal corporation of the State of Illinois (the "*Commission*"), as Lessor, and The County of McLean, Illinois, a municipal corporation of the State of Illinois (the "*County*"), and the City of Bloomington, McLean County, Illinois, a municipal corporation of the State of Illinois (the "*City*"), as Lessees.

WITNESSETH:

WHEREAS, the Commission, as Lessor, and the County and the City, as Lessees, have heretofore entered into a lease made the 20th of November, 2001 (the "*Lease*"), pursuant to which the Commission leases to the County and the City, the Site and the Building (as described and defined in the Lease); and

WHEREAS, in order to provide the necessary revenues for the payment of the bonds of the Commission that have heretofore and shall hereafter be issued for the acquisition, and improvement of the Site and the Building and all interest that may accrue thereon and the payment of costs of administration, as provided in the Lease, it is necessary for, and the parties desire to, enter into an amended Lease Agreement providing for the payment of increased rentals to be paid to the Commission:

NOW THEREFORE, in consideration of the rents reserved hereunder and the provisions and covenants herein made by each of the parties hereto and for other good and valuable considerations, it is covenanted and agreed by the said parties hereto as follows:

SECTION I — COMPLETION OF PROJECT

To complete construction of the Project (as defined in the Lease) and the financing thereof, the following action will be taken by the Commission:

A. The Commission shall, with reasonable promptness, upon the execution of this Lease and pursuant to the provisions of Section 15 of the Public Building Commission Act of the State of Illinois, as amended (the "*Act*"), provide for the authorization, sale, execution and delivery by it of its bonds in the principal amount of \$2,600,000 to be designated "Public Building Revenue Bonds, Series 2004," for the purpose of paying the cost of completing the Project, pursuant to the provisions of the resolution adopted by the Commission authorizing and providing for the issue of the Bonds (the "*Bond Resolution*"), the provisions of which are made a part hereof by reference.

B. The Commission shall immediately apply the proceeds derived from the sale of the Bonds pursuant to and in the manner and as provided by the terms of the Act and the Bond Resolution.

SECTION II — AMENDMENT OF LEASE

Paragraphs A and B of Section II of the Lease are amended to read as follows:

A. In consideration of the rents reserved and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the County and the City, the Commission does hereby lease and demise to the Lessees the Site and Parking Site together with the structures thereon and the improvements and additions as herein provided for, and including the Project (the "*demised premises*"), for a term commencing December 1, 2001, and ending November 30, 2022.

B. The Lessees do each covenant and agree, on or before October 1 of each of the years hereafter designated, to pay to the Commission for the use and occupancy of the demised premises, the following annual rentals:

The County — The sum of \$293,093 for the years 2002 and 2003 and the sum of \$407,593 for each year thereafter from 2004 to 2022, inclusive;

The City — The sum of \$626,592 for the years 2002 and 2003 and the sum of \$741,092 for each year thereafter from 2004 to 2022, inclusive;

Notwithstanding anything contained herein to the contrary, the Lessees each agree to joint and several liability for the aggregate total of the aforesaid annual rents required of the County and the City.

SECTION III — MISCELLANEOUS

A. The obligations of the Commission hereunder are subject to the sale, issuance and delivery by the Commission of the Bonds in the principal amount of \$2,600,000. The Commission agrees to proceed as quickly as reasonably possible with the authorization, sale, delivery and issuance of the Bonds.

B. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

C. This Lease has been executed in several counterparts, any of which shall be considered as an original.

IN WITNESS WHEREOF, the Public Building Commission of McLean County, Illinois, McLean County, Illinois, by authorizing of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Lease to be signed by its Chairman and attested by its Secretary, The County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Lease to be signed in its name by the Chairman of the County Board and to be attested by the Clerk of the County, and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this Lease to be signed in its name by its Mayor and attested by the Clerk of the City as of the day and year first written.

PUBLIC BUILDING COMMISSION OF MCLEAN
COUNTY, ILLINOIS
MCLEAN COUNTY, ILLINOIS

Attest:

Secretary

By 
Chairman

(Affix Corporate Seal)

Attest:

County Clerk of McLean
County, Illinois

THE COUNTY OF MCLEAN, ILLINOIS

By _____
Chairman, County Board
of McLean County, Illinois

(Affix Corporate Seal)

Attest:

City Clerk of the City of Bloomington

CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS

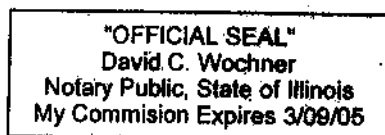
By _____
Mayor of the City of Bloomington

(Affix Corporate Seal)

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Robert W. Rush, Jr. and John L. Morel, personally known to me to be respectively the Chairman and the Secretary of the Board of Commissioners of the Public Building Commission of McLean County, Illinois, McLean County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman and Secretary of the Board of Commissioners of the Public Building Commission of McLean County, Illinois, McLean County, Illinois, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, Illinois, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, Illinois, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, Illinois, McLean County, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of December, 2003.



Notary Public

(Notarial Seal)

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Michael F. Sweeney and Peggy Ann Milton, personally known to me to be respectively the Chairman of the County Board of The County of McLean in the State of Illinois, and the Clerk of said County of McLean and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, in the State of Illinois, and as County Clerk of said County of McLean, Illinois, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of The County Board of The County of McLean, in the State of Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of December, 2003.

Notary Public

(Notarial Seal)

Members Bostic/Sorensen moved the County Board approve the Request for Approval of a Lease Agreement Amendment for a Lease Agreement between the Public Building Commission of McLean County and the County of McLean and the City of Bloomington. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: our items for general information are on pages 136-144.

CONTRACT

This Contract, entered into this 1st day of January, 2004 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Alan J. Novick, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Alan J. Novick is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling juvenile cases. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$1,041.67 per month.

The Special Public Defender agrees to:

1. The Special Public Defender herein agrees to handle Juvenile cases in court one day a week (or the hourly equivalent thereof) and to devote whatever preparation time necessary to those cases up to 150 total hours for the contract year. The Special Public Defender also agrees to supply monthly statements of hours expended both in court and out of court on all cases worked on under this contract to the Public Defender's Office. Once the 150 hours have been worked the Special Public Defender shall receive the \$1,041.67 for each month of the calendar year.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2004 and terminate on December 31, 2004.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation. Unless the 150 hours has been expended, then the contract shall cease except for any payments for the balance of the year owing to the Special Public Defender on page 1 of this agreement.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

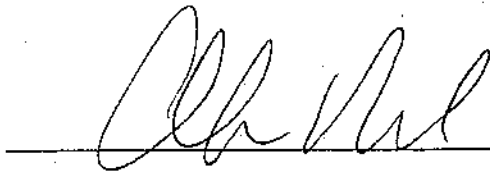
Mr. Alan J. Novick
306 E. Grove Street
Bloomington, Illinois 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
13. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

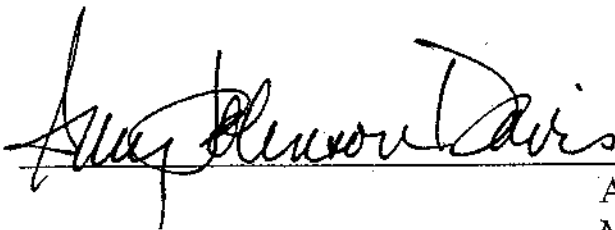
IN WITNESS THEREOF, the parties have affixed their respective signature on the

4 day of December 2003

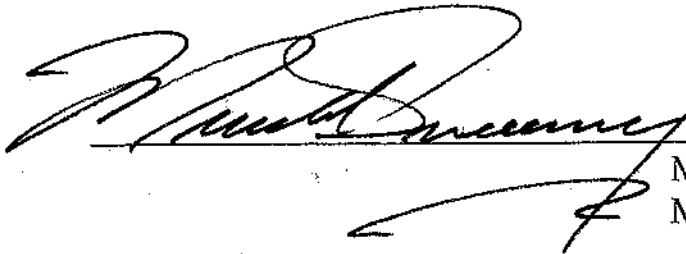
APPROVED:



Alan J. Novick
Attorney at Law

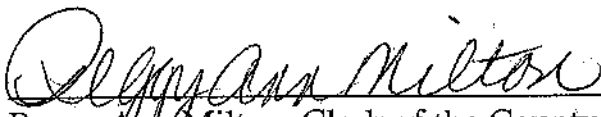


Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of McLean County, Illinois

CONTRACT

This Contract, entered into this 1st day of January, 2004, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and David Butler, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. David Butler is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of sexually violent persons commitment cases and post conviction cases assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, \$40,000, said amount to be prorated to \$3,333.00 per month.

The Special Public Defender agrees to:

1. David Butler shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of eight (8) cases per year; which shall be limited to SVPCA cases and Post Conviction Petitions. The Special Public Defender shall keep hourly time records for each Post Conviction and Sexually Violent Persons case handled, which records shall be submitted to the Public Defender's Office on the last day of each calendar month.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1st, 2004, and terminate on December 31st, 2004.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the foregoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. All expenses incurred by the Special Public Defender shall be paid through the Public Defender's annual budget. Said expenses shall be subject to the approval of the Public Defender.
6. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
7. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
8. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
9. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
10. This contract may not be assigned by either party without the prior written consent of the other party.
11. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Room 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

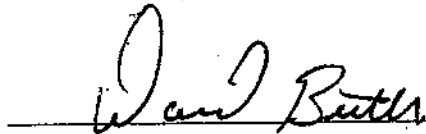
For the Attorney:

David Butler
205 N. Main, Suite 103
Bloomington, IL 61701

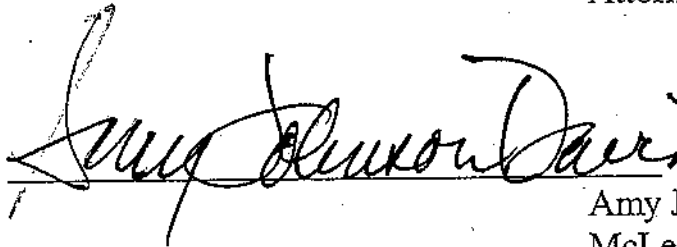
12. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
13. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
14. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
15. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the
date _____ day of _____, _____.

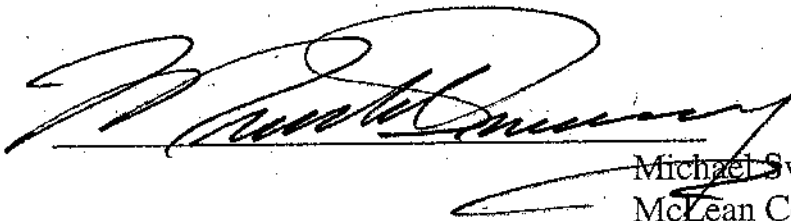
APPROVED:



David Butler
Attorney at Law




Amy Johnson Davis
McLean County Public Defender



Michael Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of McLean County, Illinois

CONTRACT

This Contract, entered into this 1st day of January, 2004 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Anthony Tomkiewicz Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Anthony Tomkiewicz is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,483.88 per month.

The Special Public Defender agrees to:

1. Anthony Tomkiewicz shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases

assigned shall not exceed 84 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2004, and terminate on December 31, 2004.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

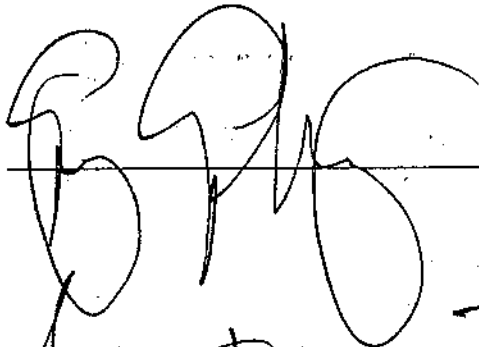
Anthony Tomkiewicz
301 S. Center Street
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

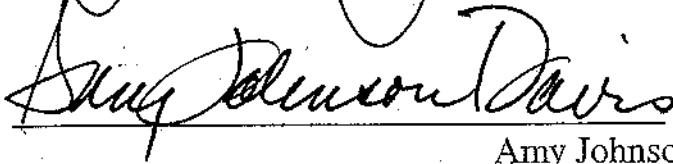
IN WITNESS THEREOF, the parties have affixed their respective signature on the

____ day of _____, _____.

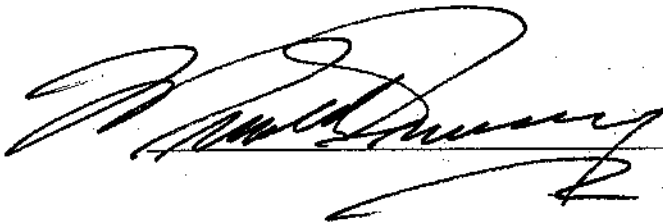
APPROVED:



Anthony Tomkiewicz
Attorney at Law

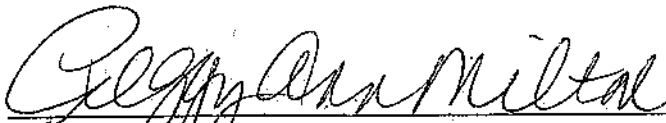


Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of McLean County, Illinois

CONTRACT

This Contract, entered into this 1st day of January, 2004 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Lee Ann S. Hill, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Lee Ann S. Hill is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,483.88 per month.

The Special Public Defender agrees to:

1. Lee Ann S. Hill shall assist and perform her duties as Special Public Defender in those cases assigned to her by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2004, and terminate on December 31, 2004.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

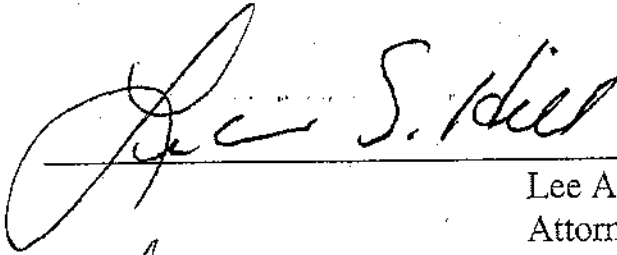
Ms. LeeAnn S. Hill
306 E. Grove Street
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

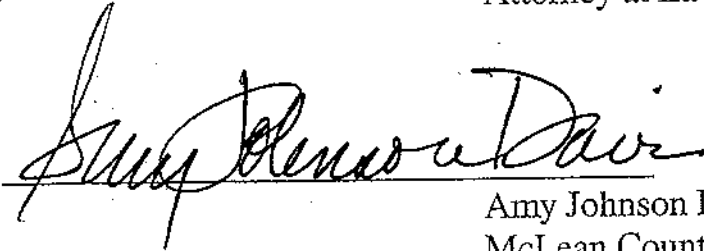
IN WITNESS THEREOF, the parties have affixed their respective signature on the

____ day of _____, _____.

APPROVED:



Lee Ann S. Hill
Attorney at Law



Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of McLean County, Illinois

CONTRACT

This Contract, entered into this 1st day of January, 2004 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and John L. Wright, Jr. Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. John L. Wright, Jr. is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,483.88 per month.

The Special Public Defender agrees to:

1. John L. Wright, Jr. shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases

assigned shall not exceed 84 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2004, and terminate on December 31, 2004.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

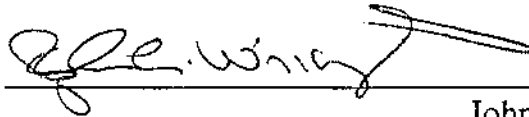
John L. Wright, Jr.
2406 W. Washington Street
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

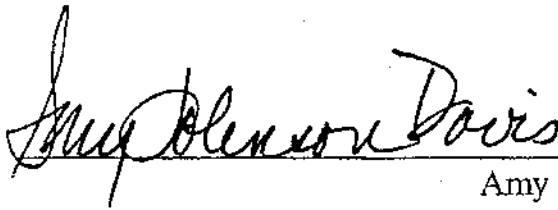
IN WITNESS THEREOF, the parties have affixed their respective signature on the

____ day of _____, _____.

APPROVED:



John L. Wright, Jr.
Attorney at Law

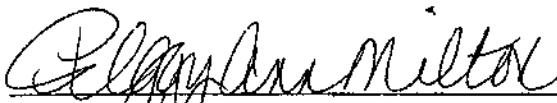


Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of McLean County, Illinois

Members Renner/Hoselton moved the County Board approve the Requests for Approval of Contracts for Special Public Defender with the following: Alan J. Novick, David Butler, Anthony Tomkiewicz, Lee Ann S. Hill, and John L. Wright, Attorneys at Law – Public Defender's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

CONTRACT

This Contract, entered into this 1st day of January, 2004, between the County of McLean, a Body Politic and Corporate, hereinafter known as "the County," the Circuit Court of McLean County by the Chief Judge of the Eleventh Circuit and J. Brian Goldrick, Attorney-at-Law, hereinafter known as "Contract Guardian Ad Litem:"

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the representation of minors who are the subject of abuse, neglect, and dependency proceedings in McLean County Juvenile Court; and

WHEREAS, the Contract Guardian Ad Litem has the capacity to provide such services:

NOW, THEREFORE:

1. J. Brian Goldrick, is hereby appointed a Contract Guardian Ad Litem for McLean County by the Chief Judge of the Eleventh Circuit.
2. The purpose of this professional services contract is to provide assistance to the Circuit Court in the handling of juvenile cases. The County shall pay to the Contract Guardian Ad Litem, and the Contract Guardian Ad Litem agrees to accept as full payment for the professional services furnished under this agreement, the sum of \$5000.00 per month.

The Contract Guardian Ad Litem agrees to:

1. Fulfill the role of Guardian Ad Litem for all minors in all neglect, abuse, and dependency cases filed beginning January 1, 2004, and in pending cases to which he/she may be assigned by the Court. Said duties shall include attendance at all court hearings, the preparation and litigation of those cases, and other duties of a Guardian Ad Litem required by law. The Contract Guardian Ad Litem shall be available during normal court hours on Tuesday through Friday.
2. The Contract Guardian Ad Litem shall be at all times for the duration of this Contract an attorney licensed to practice law in the State of Illinois.
3. The Contract Guardian Ad Litem, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Contract Guardian Ad Litem and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Contract Guardian Ad Litem, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees, and assignees against any and all claims arising out of or relating to the Contract Guardian Ad Litem's activities pursuant to this contract.

It is further agreed by the parties:

1. The parties enter into this Contract on the date first stated above and further, the agreement shall commence on January 1, 2004, and terminate on December 31, 2004.
2. The Contract Guardian Ad Litem is and shall be an independent contractor for all purposes, and solely responsible for the results to be obtained and subject to Illinois Supreme Court Rules, Circuit Court Rules, the Illinois Juvenile Court Act, and other applicable law. The Circuit Court, by the Chief Judge, reserves the right to review the Contract Guardian Ad Litem's work and service during the performance of this Contract to ensure that this Contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Contract Guardian Ad Litem from engaging in the practice of law apart from the services provided by this Contract.
4. The Contract Guardian Ad Litem shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the foregoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This Contract shall be governed by and interpreted in accordance with the law of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this Contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This Contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This Contract may not be assigned by any party without the prior written consent of the other party.
10. This Contract may be terminated for any of the following reasons:
 - (a) At the request of the Contract Guardian Ad Litem upon giving to the Chief Judge sixty (60) days written notice, prior to the effective date of cancellation.
 - (b) At the request of the Circuit Court of McLean County by the Chief Judge upon giving to the Guardian Ad Litem sixty (60) days written notice prior to the effective date of cancellation.
 - (c) For good cause as determined by the Chief Judge at any time.
11. This Contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

12. Should the Guardian Ad Litem or the Chief Judge desire not to renew this Contract beyond the termination date, sixty (60) days written notice prior to the termination date shall be given by the party wishing to terminate this Contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests assignees, representatives, and heirs of such party.

14. The parties agree that the foregoing and the attached documents (if any) constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 10th day of December, 2003.

McLean County

Circuit Court of McLean County
by the Chief Circuit Judge of
the Eleventh Circuit

By [Signature]

By [Signature]

J. Brian Goldrick
Contract Guardian Ad Litem

Members Renner/O'Connor moved the County Board approve the Request for Approval of a Contract for Guardian Ad Litem with J. Brian Goldrick, Attorney at Law – Circuit Court. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF McLEAN AND THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington has requested the County of McLean to provide booking services: and

WHEREAS, the County of McLean has booking facilities: and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

NOW THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not

limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

5. The City will pay the County at an annual rate of Eighteen Thousand Four Hundred Eighty Dollars (\$18,480.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,540.00 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2004. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

Judy Markowitz, Mayor
City of Bloomington

Date: _____

ATTEST:

Tracy Covert, City Clerk
City of Bloomington

Date: _____

Roger Aiken, Chief of Police
City of Bloomington

Date: _____

APPROVED:

Michael Sweeney, Chairman
McLean County Board

Date: _____

ATTEST:

Peggy Ann Milton, Clerk of
McLean County Board

Date: _____

David G. Owens, Sheriff of
McLean County

Date: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF McLEAN AND THE TOWN OF NORMAL

WHEREAS, the Town of Normal has requested the County of McLean to provide booking services: and

WHEREAS, the County of McLean has booking facilities: and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

NOW THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the Town of Normal which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The Town of Normal Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The Town may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The Town will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The Town will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The Town of Normal shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the Town of Normal. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the Town harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the Town of Normal pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

(2)

5. The Town will pay the County at an annual rate of Eighteen Thousand Four Hundred Eighty Dollars (\$18,480.00) per year for booking services. The Town will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. The total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,540.00 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the Town of Normal may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2004. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

Kent Karraker, Mayor
Town of Normal

Date: _____

ATTEST:

Wendellyn Briggs, Town Clerk of the
Town of Normal

Date: _____

Walt Clark, Chief of Police
Town of Normal

Date: _____

APPROVED:

Michael Sweeney, Chairman of
McLean County Board

Date: _____

ATTEST:

Peggy Ann Milton, County Clerk of
McLean County

Date: _____

David G. Owens, Sheriff of
McLean County

Date: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN AND ILLINOIS STATE UNIVERSITY**

WHEREAS, Illinois State University has requested the County of McLean to provide booking services; and

WHEREAS, the County of McLean has booking facilities; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS. 220 *et seq.* permits and encourages intergovernmental cooperation and agreements;

NOW, THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for Illinois State University which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.
2. The Illinois State University Police Department (hereinafter "ISU Police") shall deliver any individual taken into custody to the McLean County Detention Facility for booking. ISU Police may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The ISU Police will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. Illinois State University shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the Illinois State University Police. This responsibility shall include the cost of any medical care administered during the booking process. To the extent permitted under State and Federal law, the County will indemnify and hold the University harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for Illinois State University pursuant to this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. The County of McLean does not waive its protection under the Local Governmental and Governmental Employees Tort Immunity Act.
4. To the extent permitted under State and Federal law, Illinois State University will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by Illinois State University, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. Illinois State University does not waive its sovereign immunities.

5. Illinois State University will pay the County a flat annual fee of Nine Hundred Twenty Dollars (\$920.00) for booking services. The Illinois State University will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Amounts due hereunder shall be paid at the time of execution of the contract.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. Illinois State University may terminate this agreement by giving the County six (6) months written notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2004. Thereafter, this agreement may be renewable on a year to year basis subject to adjustments in the amounts charged for the services provided.

APPROVED:

ILLINOIS STATE UNIVERSITY

Stephen M. Bragg, Vice President
for Finance and Planning

Date: _____

APPROVED:

COUNTY OF McLEAN

Michael F. Sweeney, Chairman
McLean County Board

Date: _____

ATTEST:

Ronald D. Swan, Chief of Police
Illinois State University

Date: _____

Peggy Ann Milton, County Clerk
for McLean County

Date: _____

David G. Owens, Sheriff
Of McLean County

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Renee Smith Byas, General Counsel
Illinois State University

Eric T. Ruud, First Assistant
McLean County State's Attorney

Date: _____

Date: _____

Members Renner/Gordon moved the County Board approve the Request for Approval of 2004 Intergovernmental Agreements for Jail Booking Services – Sheriff's Department:

- 1) City of Bloomington
- 2) Town of Normal
- 3) Illinois State University

Clerk Milton shows all Members present, except Member Nuckolls who voted present, voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

E*Justice System™
Work Order #13

INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)
MASTER CONSULTING SERVICES AGREEMENT

WORK ORDER #13

This is a Work Order which defines certain Services to be performed by Northrop Grumman Space and Mission Systems Corporation, hereinafter referred to as "NORTHROP GRUMMAN", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and Northrop Grumman.

Consulting Services Topic:

McLean County Integrated Justice Information, Northrop Grumman Mission Systems Proposal No. 1F436.000, Civil Case Management Proposal dated 27 August 2003.

Objectives of Consulting Services:

To provide professional services to perform the Phase 1 elements (Bond Management; Civil Case Relationships and Statuses; and Juvenile Case Management), and initiate Phase 2 as set forth in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.

Location of Consulting Services:

At the offices of the COUNTY, NORTHROP GRUMMAN corporate offices, and such other facilities necessary or useful for the implementation of the E*Justice System.

Activities to be performed:

NORTHROP GRUMMAN will perform the following services:

- Perform Phase 1 elements and deliver the Deliverable Materials set forth below, all as set forth in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.
- Initiate Phase 2 as defined in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003. No Deliverable Materials are associated with this task.

Deliverable Materials:

The following Deliverable Materials shall be prepared in Northrop Grumman format and delivered to the County under this Work Order:

- Phase 1 software enhancements to the E*Justice System approved by the

County for Bond Management Changes, Civil Case Relationships and Statuses, and Juvenile Case Management.

- User Manual update for Phase 1 software enhancements to the E*Justice System approved by the County for Bond Management Changes, Civil Case Relationships and Statuses, and Juvenile Case Management.
- System Administration Manual update for Phase 1 software enhancements to the E*Justice System approved by the County for Bond Management Changes, Civil Case Relationships and Statuses, and Juvenile Case Management.
- One (1) training class of not more than five (5) days in duration for software enhancements to the E*Justice System approved by the County for Bond Management Changes, Civil Case Relationships and Statuses, and Juvenile Case Management.
- Training materials (for COUNTY end users, computer operations, technical development and support personnel, etc.). Such materials shall include on-line "help" materials, training syllabuses and other related materials, as determined by Northrop Grumman.

Work Order Price:

In accordance with Attachment 2 (Pricing and Milestone Payments) of the Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003, the price for this Work Order is \$700,000 (Seven Hundred Thousand Dollars).

Price/Invoice and Payment:

NORTHROP GRUMMAN will invoice the COUNTY for \$700,000 (Seven Hundred Thousand Dollars) during the term of this work order on a monthly basis, on or about the first of each month, in the amounts set forth in Attachment 2 (Pricing and Milestone Payments) of Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August. The price for the services rendered and or supplies delivered under this Work Order are exclusive of all federal, state and local taxes applicable to the sale of these services or products.

The COUNTY agrees to make payment NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Invoice number, date, and total amount billed
- (d) Payment will be mailed to: FIRST UNION BANK
NORTHROP GRUMMAN
ACCOUNT # 01310801
P.O. BOX 8500-S-6365
PHILADELPHIA, PA 19178-0001

Completion Date:

After execution of this agreement, the Services in this Work Order shall begin on or before January 1, 2004 and shall be completed by December 31, 2004.

Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by NORTHROP GRUMMAN and the COUNTY and shall be performed by NORTHROP GRUMMAN at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff current at the time of the Change Order.

This Agreement shall become effective on the date the second of the two Parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

NORTHROP GRUMMAN SPACE &
MISSION SYSTEMS CORP.
12011 Sunset Hills Road
Attn: VAR1/6C38
Reston, VA 20190

McLEAN COUNTY, ILLINOIS
104 West Front Street
Bloomington, IL 61701

Richard A. Wallace 27 Oct 03
Signature / Date

[Signature]
Signature / Date

RICHARD A. WALLACE
Printed or Typed Name

Michael F. Sweeney
Printed or Typed Name

Contracts Manager
Title

Chairman, McLean County
Title
Board

AGREEMENT NUMBER: _____

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTHROP GRUMMAN SPACE AND MISSION SYSTEMS CORP.

AND

MCLEAN COUNTY, ILLINOIS

This Agreement, effective upon signature by both parties, is entered into by and between Northrop Grumman Space and Mission Systems Corp., operating through Northrop Grumman Mission Systems, a corporation organized under the laws of the State of Ohio and having a location at 410 17th Street, Suite 1500, Denver, Colorado 80202 (hereinafter referred to as "Northrop Grumman") and the McLean County, Illinois, having offices at 104 W. Front Street, RM 701, Bloomington, IL 61702 (hereinafter known as "County"). The contents of this Agreement establish the conditions under which professional services shall be furnished to the County by Northrop Grumman.

1. THE SERVICES

Northrop Grumman shall render to the County professional services and advice of such nature, for such purposes, and at such times as are mutually agreed upon by the parties hereto. All such services shall be rendered at the County or at such other place(s) as may be determined by Northrop Grumman and with the consent of the County. Services shall be as described in individual Work Orders issued hereunder for each assignment.

Northrop Grumman will respond to County requests for service within 2 hours of initial call for service during normal business hours (0800-1700 central) and by next business day if after hours, weekend, or holiday. Reasonable attempts will be made to accommodate urgent requests. Response may be a call back by a technical support representative and/or an on-site visit.

2. TERM

The professional services hereunder shall be performed, when required by the County, during the period of 7 August 2003 through 31 January 2007. However, it is understood and agreed that this Agreement, and the professional services provided hereunder, may be terminated at will prior to the completion of said term. The County shall notify Northrop Grumman in writing thirty (30) days in advance of any such termination.

3. COMPENSATION AND REIMBURSEMENT

A. The County shall be liable to Northrop Grumman for professional services rendered, including Administration Support services (2 hours per invoice period). Northrop Grumman will invoice on a time and materials basis in accordance with rates specified in Attachment A hereto, Rate Schedule, for time actually expended by Northrop Grumman during the period in performance of services under this Agreement. Northrop Grumman will invoice in accordance with section B below. If the County's authorized representative requests in writing that Northrop Grumman travel in fulfillment of this Agreement or incur other expenses, the County shall reimburse Northrop Grumman for such costs, based on Northrop Grumman's documented actual expenditures or as specifically stated in the Work Order. Reimbursement for air or rail travel is limited to coach accommodations. Travel expenses should be in accordance with rates found in the Joint Travel Regulations, which may be located on the internet at www.dtic.mil/perdiem/pdrform.html. Local travel doesn't apply and will not be reimbursed.

B. Northrop Grumman shall invoice monthly for actual services performed, including an Administration Support services (2 hours per invoice period). Invoices shall be submitted on Northrop Grumman's letterhead specifying: (i) the Northrop Grumman Program Manager; (ii) the order number and dates covered in this invoice; (iii) a brief description of specific Services performed, work products/deliverables, i.e., reports, briefings, presentations, etc, and to whom delivered; and (iv) details and support documentation of actual travel and other reimbursable expenses. Submission of invoice shall constitute a certification that the Northrop Grumman has complied with the terms and conditions of this Agreement, the specific Work Order under which the invoice is submitted, and certification of compliance with all laws, regulations, and the County policies referenced herein. Invoices shall be paid to Northrop Grumman within thirty (30) days from the County's receipt of properly completed invoice.

C. Northrop Grumman shall be solely responsible for reporting and paying all federal, state, and local taxes arising from the performance of this Agreement, including but not limited to: (a) federal and state income taxes; (b) federal self-employment taxes; and (c) state and local business taxes. Northrop Grumman shall indemnify and hold the County harmless from any assessments plus penalties paid by the County to federal, state, or local tax authorities resulting from Northrop Grumman's failure to pay such tax/withholdings.

4. INDEPENDENT NORTHROP GRUMMAN RELATIONSHIP

A. In the performance of such Services, Northrop Grumman's relationship to the County is that of an independent contractor and nothing herein shall be construed as creating any other relationship.

B. Northrop Grumman is generally free to perform the services in any manner desired, subject to satisfactory completion of the task. The County reserves the right to require compliance with specific guidelines in order to assure that the product complies with the requirements of the County.

C. This Agreement is non-exclusive on the part of Northrop Grumman. Northrop Grumman is free to provide services to other parties as long as activities do not interfere with Northrop Grumman's satisfactory and timely completion of the contracted task.

5. **HIRING OF EMPLOYEES**

During the term of this Agreement, and for the period of twelve (12) months thereafter, Northrop Grumman shall not directly recruit or solicit for employment, any technical or professional employee of the County's related to this Agreement without the prior written approval of the County.

6. **PROPRIETARY RIGHTS IN CUSTOM SOFTWARE**

A. Any CUSTOM SOFTWARE developed and delivered by Northrop Grumman shall be deemed a "work made for hire" under the copyright laws of the United States and Northrop Grumman agrees to execute any documents necessary to vest full title and ownership of such CUSTOM SOFTWARE with the County.

B. Northrop Grumman reserves unrestricted rights including a royalty-free license in perpetuity in any ideas, concepts, techniques and methodologies developed or formulated during performance hereunder.

C. The County grants to Northrop Grumman an exclusive, unrestricted, royalty-free, world-wide license in perpetuity to possess, use in any manner, reproduce, and market and re-license CUSTOM SOFTWARE to third parties, whether for a fee or not, solely as determined by Northrop Grumman with no right of accounting to the County.

7. **LIMITATIONS ON USE OF DATA AND INFORMATION**

A. During the term of this Agreement it may be necessary for the County to transfer to Northrop Grumman information of a proprietary nature. Proprietary information will be clearly identified in writing by the County at the time of disclosure. Oral disclosure, when necessary, shall be clearly identified as proprietary at the time of the disclosure and shall be reduced to writing within thirty (30) days.

B. Northrop Grumman agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the efforts identified herein.

C. Northrop Grumman shall not make any reproduction, disclosure, or use of such proprietary information except as follows:

- (1) Such data furnished by the County may be used by Northrop Grumman in performing its obligations under this Agreement.
- (2) Such data may be used in accordance with any written authorization received from the County.

D. The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and Northrop Grumman shall not be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:

- (1) If the information has been developed independently by the party receiving it, or has been lawfully received from other sources, including the Client, provided such other source did not receive it due to a breach of this Agreement or any other agreement.
- (2) If the information is published by the party furnishing it or is disclosed by the party furnishing it to others, including the Client, without restriction, or it has been lawfully obtained by the party receiving it from other sources, including the Client, or such information otherwise comes within the public knowledge or becomes generally known to the public.
- (3) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the County, after the issuance of said patent, the limitations on such proprietary information as is disclosed in the patent shall be only that afforded by the United States Patent Laws.

E. Neither the execution and delivery of this Agreement, or the furnishing of any proprietary information by either party shall be construed as granting to Northrop Grumman either expressly, by implication, estoppels, or otherwise, any license under any invention or patent, hereafter owned or controlled by the County.

F. Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this paragraph shall continue for a period of two (2) years from the expiration or other termination of this Agreement.

8. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST

A. In performing work under this Agreement, Northrop Grumman agrees to comply with provisions of the County policies relating to standards of conduct and to ethical business practices.

B. In performing work under this Agreement, Northrop Grumman agrees to comply with applicable laws and regulations, and not make improper payments or engage in unlawful conduct. Northrop Grumman further agrees that the services to be performed under this Agreement shall not result in conflict of interest prohibited by the laws of the United States or other jurisdictions. The Agreement shall terminate immediately and all payments due shall be forfeited if, in rendering services hereunder improper payments are made, unlawful conduct is engaged in, or any part or remuneration payable under the Agreement is used for an illegal purpose. Additionally, no remuneration shall be payable if such payment is prohibited by any law, regulation, or decision of any applicable government or agency thereof.

9. LIQUIDATED DAMAGES

In no event shall Northrop Grumman be liable for liquidated damages of any kind whatsoever.

10. DISPUTES

The parties to this Agreement shall exercise their best efforts to settle all disputes arising from this Agreement. If consensus cannot be reached, the parties shall be free to exercise any legal or equitable remedies, which may be available under this Agreement and the law applicable thereto. Notwithstanding the foregoing, Northrop Grumman shall proceed diligently with the performance of this Agreement, pending final decision of a dispute hereunder.

11. INDEMNITY

Northrop Grumman shall indemnify and hold harmless the County from and against all claims arising in favor of any person, firm or corporation on account of personal injury or property damage in any way resulting from the negligent acts of Northrop Grumman, its employees or agents.

Northrop Grumman's total liability under this Agreement for any reason is limited to the final value of the Agreement. Notwithstanding any other provision of the Agreement, in no event will Northrop Grumman be liable to the County for consequential, special, indirect, or incidental damages.

12. INSURANCE

Northrop Grumman shall procure and maintain the following types of insurance and coverage during the term of this Agreement:

| TYPE OF INSURANCE | MINIMUM AMOUNT | |
|--|---|---|
| (a) Workmen's Compensation | Statutory limits in accordance with the requirements of the applicable laws of the jurisdiction (State or Commonwealth) in which work is to be performed. | |
| (b) Employer's Liability | | |
| Bodily Injury By Accident | \$100,000 | Each Accident |
| Bodily Injury By Disease | \$100,000 | Policy Limit |
| Bodily Injury By Disease | \$100,000 | Each Employee |
| (c) Commercial General Liability, include coverage for Contractual liability, coverage for the use of independent products and completed operations. | \$1,000,000 | Bodily Injury and Property Damage CSL Per Occurrence |
| | \$1,000,000 | Bodily Injury and Property Damage CSL Gen. Aggregate |
| (d) Automobile Liability, including coverage for owned, hired, leased, rented, and non-owned vehicles. | \$1,000,000 | Bodily Injury and Property Damage CSL Per Accident |

All insurance evidenced by this Agreement shall be with insurers licensed to do business in the state(s) where the service is being performed. If any work provided for or to be performed under this Agreement is subcontracted by Northrop Grumman, Northrop Grumman shall require the subcontractor(s) to maintain insurance equivalent to that which is provided.

Northrop Grumman shall promptly furnish, if requested by the County, certificates or insurance providing proof of the foregoing insurance. Northrop Grumman shall notify in writing at least thirty (30) calendar days prior to cancellation of, or any material change of such coverage.

13. ASSIGNMENT

This Agreement contemplates the performance of professional services by Northrop Grumman and is not assignable. Northrop Grumman shall not subcontract any of the Services without the prior written consent of the County, which shall not be unreasonably withheld. However, such consent shall not be required for an assignment or transfer of this Agreement to a corporate affiliate within Northrop Grumman Corporation.

14. HEADINGS/ATTACHMENTS

- A. The headings and titles of this Agreement are inserted only for convenience and shall not affect the interpretation or construction of any provisions.
- B. Attachments are an integrated part of this Agreement.

15. **GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.

16. **ENTIRE AGREEMENT**

This Professional Services Agreement is the entire Agreement between the parties hereto which supersedes any prior oral or written Agreements, commitments, understandings, or communication with respect to the subject matter of this Agreement.

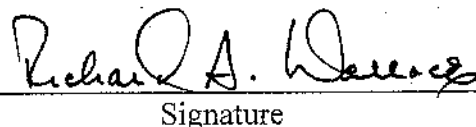
THIS AGREEMENT SHALL BECOME EFFECTIVE UPON EXECUTION BY THE COUNTY AND NORTHROP GRUMMAN IN THE PLACES PROVIDED BELOW.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

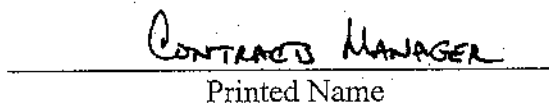
MCLEAN COUNTY, ILLINOIS

**NORTHROP GRUMMAN SPACE &
MISSION SYSTEMS CORP.**


Signature


Signature


Printed Name


Printed Name


Date


Date

ATTACHMENT A

2003 RATE SCHEDULE

(Effective 01 Jan 2003 through 01 Jan 2004)

PERSONNEL ASSIGNMENTS

| <i>EMPLOYEE</i> | <i>POSITION DESCRIPTION</i> | <i>RATE PER HOUR</i> | <i>PERIOD OF PERFORMANCE</i> |
|------------------|---------------------------------|--------------------------|----------------------------------|
| | | | |
| Darin Dillard | Sr. Applications Architect | \$ 160 | 01- Jan-2003 through 01-Jan-2004 |
| Sandra Scherrman | Sr. Applications Specialist | \$ 130 | 01- Jan-2003 through 01-Jan-2004 |
| Earl Culpepper | DB Administrator | \$ 135 | 01- Jan-2003 through 01-Jan-2004 |
| Todd Thompson | Project Manager | \$ 160 | 01- Jan-2003 through 01-Jan-2004 |
| Bruce Whitt | Administration Support | \$ 90 | 01- Jan-2003 through 01-Jan-2004 |
| Todd Thompson | Trainer | \$ 160 | 01- Jan-2003 through 01-Jan-2004 |
| | | | |

Changes and/or additions to personnel assignments will be made in writing.

Members Renner/Berglund moved the County Board approve the Requests for Approval of Work Order Number 13 for Professional Services Agreement with Northrop Grumman Space and Mission Systems, Inc. – Civil Case Management – Circuit Clerk's Office – Information Services and Work Order Number 14 for Professional Services Agreement with Northrop Grumman Space and Mission – Information Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, presented the following:

**APPLICATION FOR A LICENSE
TO
OPERATE A RAFFLE**

Application is hereby made to operate a raffle under the regulations of the McLean County Ordinance to License and Regulate Raffles.

LICENSE REQUESTED ☐ Class A
 ☐ Class B
 ☐ Class C
 ☒ Class D

| | |
|------------|----|
| FILE STAMP | |
| FEE | \$ |

APPLICANT

Name of Organization Central Catholic High School
Mailing Address 1201 Airport Road, Bloomington, Illinois 61704
Telephone Number (309) 661-7000

This organization was established 1968 (date) and has been in existence continuously since that time with a bona fide membership engaged in carrying out its objectives. (Section 24.64-5)

DESIGNATED RAFFLE MANAGER

Name Chuck Schanaberger, Director of Development
Address 1201 Airport Road, Bloomington, Illinois 61704
Telephone (309) 661-7000

RAFFLE MANAGER'S BOND (Check one)

- ☒ Fidelity Bond in the amount of \$ 300,000.00 attached as required in Section 24.67-1.
- ☐ Waiver of bond requested. (Attached sworn statement attesting to the unanimous vote of the members as required in Section 24.67-2)

OPERATION OF RAFFLE

The area in which raffle chances will be sold or issued within the territory of McLean County which is under the jurisdiction of the Ordinance as of this date will be:

All of McLean County

(List the unincorporated areas of McLean County and/or the name of any incorporated city, town or village in which raffle chances are proposed to be sold or issued - provided such city, town, or village has an effective agreement with McLean County for joining in licensing raffles.)

The time period during which raffle chances will be sold or issued will be from December 22, 2003, through May 16, 2004, both
(date) (date)
inclusive. (One year maximum.)

The determination of the winning chances will be held on May 16, 2004
(date)
at 1201 Airport Road, Bloomington, Illinois, 61704
(exact location)
The price charge for each raffle chance sold or issued will be \$150.00 per chance.

LIST OF ALL PRIZES OR MERCHANDISE TO BE AWARDED

| Prize or Merchandise | Retail Value |
|---|---------------|
| (1) - Lot 18 2801 Spangle Road | \$ 200,000.00 |
| (1) - Cash Prize of \$10,000.00 | \$ 10,000.00 |
| (5) - Cash prizes of \$1,500.00 | \$ 4,500.00 |
| (10) - Cash prizes of \$500.00 | \$ 2,500.00 |
| (20) - Cash prizes of \$250.00 | \$ 2,500.00 |
| (40) - Cash prizes of \$204.00 | \$ 4,080.00 |
| (50) - Cash prizes of \$150.00 | \$ 1,500.00 |
| (70) - Free Tickets of \$150.00 | \$ 3,000.00 |
| Aggregate Retail Value of all Prizes or Merchandise | \$ 228,080.00 |

Attach separate page if necessary to list all prizes or merchandise.

We, Joy Allen the presiding
officer and Scott Rutledge the business manager of the
Central Catholic High School being duly sworn, hereby attest that
(exact name of applicant organization)
the aforesaid organization is a non-profit (Check one only; see Sections 24.62 and 24.64-5 of Ordinance for definitions)

☐ Charitable ☐ Religious ☐ Veterans ☐ Business
☒ Educational ☐ Fraternal ☐ Labor ☐ Hardship

organization as defined in the McLean County Ordinance to License and Regulate Raffles; that we
have received a copy of such Ordinance and that the raffle for which this application is made will

STATEMENT OF PURPOSE

The purpose of the proposed raffle is to generate money to support the educational activities and programs offered by Central Catholic High School in Bloomington, McLean County, Illinois. At present, the primary fund raising activities of the school are the Annual Campaign and an auction and dinner known as "Saints Alive". These activities are supported by a number of other fund raising activities including: Market Days (i.e. wholesale food sales), a magazine drive, bingo, and casino night. The goal of the school's development office is to reduce the number of fund raising activities and increase the contributions generated by the two principle fund raising activities.

The proposed raffle would be conducted as part of the annual Saints Alive event. The raffle drawing and the award of prizes would take place as part of that weekend. The projected gross proceeds and estimated costs would be:

| | | |
|---------------------------------------|--------------|---------------------|
| I. Gross Proceeds: | | |
| 2000 shares at \$150.00 each | | \$300,000.00 |
| II. Estimated Administrative Costs: | | |
| A. Application Fee: | \$ 500.00 | |
| B. Raffle Manager Bond: | \$ 200.00 | |
| C. Postage (est.): | \$ 6,300.00 | |
| D. Printing (est.): | \$ 4,200.00 | |
| E. Advertisement (est.): | \$13,200.00 | |
| | | <u>\$ 24,400.00</u> |
| III. Estimated Net Proceeds: | | \$275,600.00 |
| A. Labor for construction (est.) | \$ 71,500.00 | |
| B. Construction materials (est.) | \$113,400.00 | |
| C. Permits & fees (est.) | \$ 700.00 | |
| D. Prizes (cash & auto) | \$ 28,080.00 | |
| | | <u>\$213,680.00</u> |
| IV. Estimated Net to Central Catholic | | <u>\$ 61,920.00</u> |

AGREEMENT

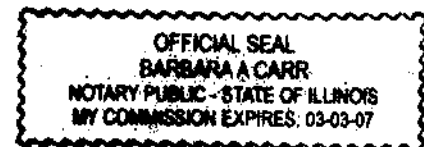
IN CONSIDERATION OF receiving a Class D Raffle Permit from the County Board of McLean County, Illinois to conduct a raffle where the first prize is real estate, the CENTRAL CATHOLIC HIGH SCHOOL on behalf of itself, its members, directors, officers, employees, agents, and assigns hereby unconditionally agrees to indemnify and hold harmless the County of McLean, its Board members, officers, employees, agents, and attorneys from any claim or cause of action (whether State or Federal) for injury or damages arising out of, resulting from, or in any way related to, the aforementioned raffle or to any property (real and/or personal) given or conveyed by CENTRAL CATHOLIC HIGH SCHOOL, its representative, or nominee pursuant to said raffle.

CENTRAL CATHOLIC HIGH SCHOOL expressly agrees that this indemnity agreement is intended to be as broad and inclusive as permitted by law and if any portion of this agreement be declared invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN WITNESS WHEREOF the parties hereto have executed this agreement at Bloomington, Illinois this 5th day of December, 2003.

CENTRAL CATHOLIC HIGH SCHOOL

ATTEST:



By: Ray Allen

Its Authorized Officer

Barbara A. Carr

THE COUNTY OF McLEAN,

ATTEST:

By: _____

Chairman, McLean County Board

McLean County Clerk

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

AFFIDAVIT

I, MARTI A. RAVE, being first duly sworn, depose and state as follows:

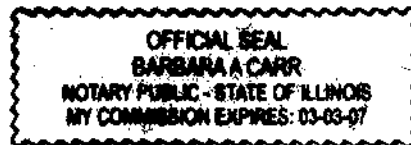
1. That I am owner of real estate located at: Lot No.# 18 2801 Spangle Road
2. That to the best of my knowledge and belief the fair market value of the above-described real estate is \$200,000.00.
3. That CENTRAL CATHOLIC HIGH SCHOOL has applied to the McLean County Board to obtain a permit to raffle the above-described real estate as a first prize.
4. That CENTRAL CATHOLIC HIGH SCHOOL and its raffle manager, agents, employees and assigns have full authority to make the above-described real estate the subject of said raffle and to give and/or convey said real estate to the first prize winner of the raffle.

Further affiant sayeth not.

Marti A. Rave
MARTI A. RAVE

Subscribed and sworn to before me
this 5th day of December, 2003

Barbara A Carr
Notary Public



be operated in accordance with all the provisions thereof; and that the organization is eligible for a license under Section 24.64-7 of said Ordinance. We further attest that all statements and answers to questions in the foregoing application are made in full and are true and a correct in every respect.

CENTRAL CATHOLIC HIGH SCHOOL

Joy Allen
(signature, Presiding Officer)
Joy Allen, Principal

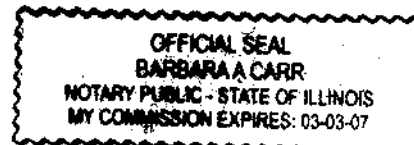
Date: 12-5-03

Scott Rutledge
(signature, Secretary)
Scott Rutledge, Business Manager

Date: 12-5-03

Subscribed and sworn to before me
this 5th day of December, 2003.

Barbara A Carr
Notary Public



This application is to be filed with the McLean County Board Office, accompanied by the appropriate license fee and bond, if any, as set forth in Sections 24.65 and 24.67 of the Ordinance. Checks should be made payable to the *McLean County Treasurer*.

THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND

We are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

Disclosure of Terrorism Premium

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$ waived. This amount is reflected in the total premium for this bond.

Disclosure of Availability of Coverage for Terrorism Losses

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

Disclosure of Federal Share of Insurance Company's Terrorism Losses

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after a insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

Definition of Act of Terrorism

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

These disclosures are informational only and do not modify your bond or affect your rights under the bond.

Copyright Zurich American Insurance Company 2003

-0050749.doc

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Harold MILLER, JR. and Sharon L. SINOPLE**, both of Itasca, Illinois, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Harold MILLER, JR., Sharon L. SINOPLE, dated March 5, 2001.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of July, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith

T. E. Smith

Assistant Secretary

By:

Paul C. Rogers

Paul C. Rogers

Vice President

State of Maryland } ss:
City of Baltimore }

On this 2nd day of July, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2005

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 30th day of December 2003


Assistant Secretary

ACKNOWLEDGMENT BY SURETY

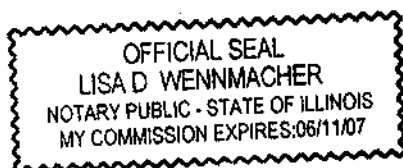
STATE OF Illinois

County of Boone

} ss.

On this 5th day of December, 2003, before me personally
appeared Sharon Sinopie, known to, me to be the Attorney-in-Fact of
Fidelity and Deposit Company of Maryland, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



(Seal)

A handwritten signature of Lisa D. Wennmacher in cursive script.

Notary Public in the State of Illinois
County of Boone



Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

Bond No. Bond #08662328

License and/or Permit Bond

KNOW ALL MEN BY THESE PRESENTS:

That we Central Catholic High School Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland, with principal office P.O. Box 1227, Baltimore, Maryland 21203, as Surety, are held and firmly bound unto McClean County as Obligee, in the penal sum of **Three hundred thousand and no/100ths DOLLARS (\$300,000)**, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for **Raffle: Dream House For Scholarships**; and the term of said license or permit is as indicated opposite the block checked below:

☒ Beginning the 22nd day of **December**, 2003, and
ending the 22nd day of **December**, 2004.

☐ Continuous, beginning the _____ day of _____, 20____.

WHEREAS, the Principal is required by law to file with **McClean County** a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's noncompliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or noncompliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the **5th** day of **December**, 2003.

Principal's Name CENTRAL CATHOLIC High School
PRINCIPAL

By: Charles J. Schanaberg

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Sharon L. Sinopole
Attorney-In-Fact, Sharon L. Sinopole



Office of the General Counsel

3211 FOURTH STREET NE • WASHINGTON DC 20017-1194 • 202-541-3300 • FAX 202-541-3337

IMPORTANT GROUP RULING INFORMATION

June 20, 2003

FOR THE INFORMATION OF: Most Reverend Archbishops and Bishops, Diocesan Attorneys and State Conference Directors

SUBJECT: 2003 Group Ruling

FROM: Mark E. Chopko, General Counsel *MEC*
(Staff: Deirdre Dessingue, Associate General Counsel)

Enclosed is a copy of the Group Ruling issued to the United States Conference of Catholic Bishops on June 10, 2003 by the Internal Revenue Service ("IRS"), with respect to the federal tax status of Catholic organizations listed in the 2003 edition of the Official Catholic Directory ("OCD")¹. As explained in greater detail below, this ruling is important for establishing:

- (1) the exemption of such organizations from:
 - (a) federal income tax;
 - (b) federal unemployment tax (but see ¶5 of "Explanation" below); and
- (2) the deductibility, for federal income, gift and estate tax purposes, of contributions to such organizations.

The 2003 Group Ruling is the latest in a series that began with the original determination of March 25, 1946. In the 1946 document, the Treasury Department affirmed the exemption from federal income tax of all Catholic institutions listed in the OCD for that year. Each year since 1946, in a separate letter, the 1946 ruling has been extended to cover the institutions listed in the current OCD². The language of these rulings has remained relatively unchanged, except to reflect intervening modifications in the Internal Revenue Code ("Code"). The 2003 Group Ruling is consistent with the 2002 ruling.

Annual group rulings clarify important tax consequences for Catholic institutions listed in the OCD, and should be retained for ready reference. Rulings from earlier years are important to establish the tax consequences of transactions that occurred during those years.

¹ A copy of the Group Ruling may also be found on the USCCB website at www.usccb.org/ogc.

² Catholic organizations with independent IRS exemption determination letters are listed in the 2003 OCD with an asterisk (*), which is explained at page A-6 and indicates that such organizations are not covered by the Group Ruling.

Responsibilities under Group Ruling. *Diocesan officials who compile OCD information for transmittal to the OCD publisher are responsible for the accuracy of such information. This means that they must ensure that only qualified organizations are listed, that organizations that cease to qualify are deleted promptly, and that qualified, newly-created organizations are listed as soon as possible. The current legal and procedural requirements for inclusion in the Group Ruling and OCD, as well as the application form, are contained in the OGC Memo dated December 31, 1999, which is available at <http://www.usccb.org/bishops/dfi/exemptionruling.htm>.*

EXPLANATION

1. **Exemption from Federal Income Tax.** The latest ruling reaffirms the exemption from federal income tax under section 501(c)(3) of the Code of "the agencies and instrumentalities and educational, charitable, and religious institutions operated, supervised or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions appearing in the Official Catholic Directory for 2003" (with the exception of organizations designated in the OCD with an asterisk and foreign organizations).
2. **Federal Excise Taxes.** Inclusion in the Group Ruling has no effect on an organization's liability for federal excise taxes. Exemption from these taxes is very limited. Please refer to your attorney any questions you may have about excise taxes.
3. **State/Local Taxes.** Inclusion in the Group Ruling does not automatically establish an organization's exemption from state or local income, sales or property taxes. Typically, separate exemptions must be obtained from the appropriate state or local tax authorities in order to qualify for any applicable exemptions. Please refer to your attorney any questions you may have about state or local tax exemptions.
4. **Deductibility of Contributions.** The Group Ruling assures donors that contributions to the institutions listed in the 2003 OCD and covered by the Group Ruling are deductible for federal income, gift, and estate tax purposes. (See OGC Memo dated December 21, 1993 concerning substantiation and disclosure requirements applicable to contributions over \$250 and *quid pro quo* contributions over \$75.)
5. **Unemployment Tax.** The Group Ruling establishes exemption from federal unemployment tax only. Individual states may impose unemployment tax on organizations included in the Group Ruling, even though they are exempt from the federal tax. Please refer to your attorney any questions you may have about state unemployment tax.
6. **Social Security Tax.** All section 501(c)(3) organizations, including churches, are required to pay taxes under the Federal Insurance Contributions Act (FICA) for each

employee who is paid \$100 or more in a calendar year.³ Services performed by diocesan priests in the exercise of their ministry are not considered "employment" for FICA (Social Security) purposes,⁴ and FICA should not be withheld from their salaries. For Social Security purposes, diocesan priests are subject to self-employment tax ("SECA") on their salaries as well as on the value of meals and housing or housing allowances provided to them.⁵ Neither FICA nor income tax withholding is required on remuneration paid to religious institutes for members who are subject to vows of poverty and obedience and are employed by organizations included in the Official Catholic Directory.⁶

7. **Form 990.** All organizations included in the OCD must file Form 990, Return of Organization Exempt from Income Tax, unless they are eligible for a mandatory or discretionary exception. *There is no automatic exemption from the Form 990 filing requirement simply because an organization is listed in the OCD.* Organizations required to file Form 990 must do so by the 15th day of the fifth month after the close of their fiscal year.⁷ Among the organizations not required to file Form 990 under section 6033 of the Code are: churches; integrated auxiliaries of churches⁸; the exclusively religious activities of religious orders; schools below college level affiliated with a church or operated by a religious

³ Section 3121(w) of the Code permits certain church-related organizations to make an irrevocable election to a void payment of FICA taxes, but only if such organizations are opposed for religious reasons to payment of social security taxes.

⁴ I.R.C. § 3121(b)(8)(A).

⁵ I.R.C. § 1402(a)(8). See also, Compensation of Priests, at <http://www.usccb.org/bishops/dfi/dualtax.htm>.

⁶ Rev. Rul. 77-290, 1977-2 C.B. 26. See also, Compensation of Religious, at <http://www.usccb.org/bishops/dfi/religiouscomp.htm>.

⁷ The penalty for failure to file the Form 990 is \$20 for each day the failure continues, up to a maximum of \$10,000 or 5 percent of the organization's gross receipts, whichever is less. However, organizations with annual gross receipts in excess of \$1 million are subject to penalties of \$100 per day, up to a maximum of \$50,000. I.R.C. § 6652(c)(1)(A).

⁸ I.R.C. § 6033(a)(2)(A)(i); Treas. Reg. § 1.6033-2(h). To qualify as an integrated auxiliary of a church, an organization must be described in section 501(c)(3), qualify as other than a private foundation, be affiliated with a church, and qualify as internally supported. A n organization will be considered internally supported unless it both:

- (1) Offers admissions, goods, services, or facilities for sale, other than on an incidental basis, to the general public (except goods, services, or facilities sold at a nominal charge or substantially below cost), and
- (2) normally receives more than 50 percent of its support from a combination of governmental sources; public solicitation of contributions (such as through a community fund drive); and receipts from the sale of admissions, goods, performance of services, or furnishing of facilities in activities that are not unrelated trades or businesses.

order, organizations with gross receipts normally not in excess of \$25,000;⁹ and certain church-affiliated organizations that finance, fund or manage church assets, or maintain church retirement insurance programs, and organizations controlled by religious orders that finance, fund or manage assets used for exclusively religious activities.¹⁰

Organizations that are required to file Form 990 must upon request make a copy of the form and its schedules and attachments (other than contributor lists) available for public inspection during regular business hours at the organization's principal office and at any regional or district offices having three or more employees. Form 990 for a particular year must be made available for a three year period beginning with the due date of the return.¹¹ In addition, organizations that file Form 990 must comply with written or in-person requests for copies of the Form 990. The organization may impose no charge other than a reasonable fee to cover copying and mailing costs. If requested, copies of the Form 990 for the past three years must be provided. In-person requests must be satisfied on the same day. Written requests must be satisfied within 30 days.¹²

8. **Revenue Procedure 75-50.** Rev. Proc. 75-50¹³ sets forth notice, publication, and recordkeeping requirements regarding racially nondiscriminatory policies that must be complied with by private schools, including church-related schools, as a condition of establishing and maintaining exempt status under section 501(c)(3) of the Code. Under Rev. Proc. 75-50 private schools are required to file an annual certification of racial nondiscrimination with the IRS. For private schools not required to file Form 990, the annual certification must be filed on Form 5578, Annual Certification of Racial Nondiscrimination for a Private School Exempt from Federal Income Tax. This form may be obtained from your local IRS office. Form 5578 must be filed by the 15th day of the fifth month following the close of the fiscal year. Form 5578 may be filed individually or by the diocese on behalf of all schools operated under diocesan auspices.

The requirements of Rev. Proc. 75-50 remain in effect and must be complied with by

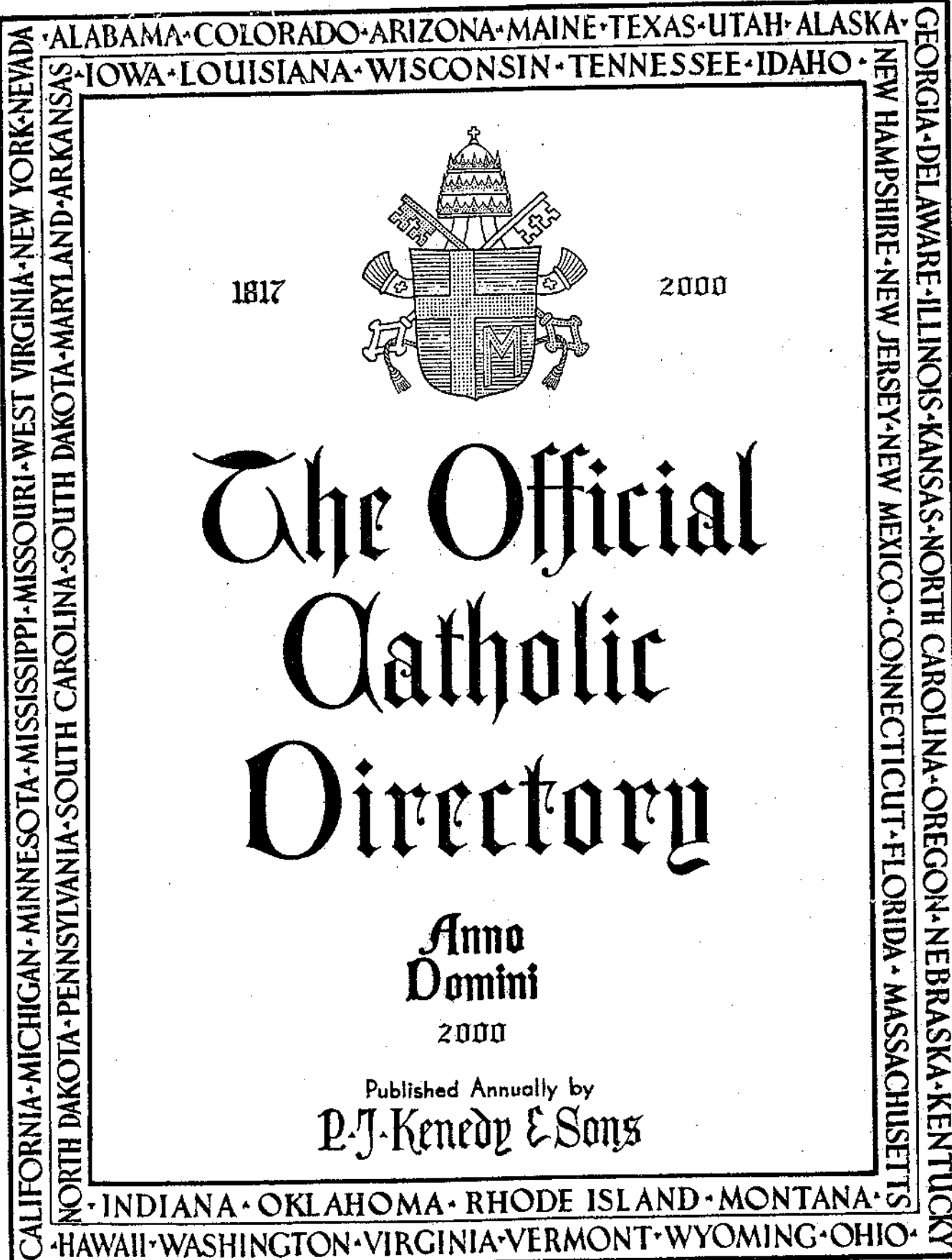
⁹ Rev. Proc. 83-23, 1983-1 C.B. 687.

¹⁰ Rev. Proc. 96-10, 1996-1 C.B. 577.

¹¹ The penalty for failure to permit public inspection of the Form 990 is \$20 for each day during which such failure continues, up to a maximum of \$10,000. I.R.C. § 6652(c)(1)(C).

¹² I.R.C. § 6104(d). Generally, a copy of an organization's exemption application and supporting documents must also be provided on the same basis. However, since Catholic organizations covered under the Group Ruling did not file exemption applications with IRS, nor did USCC, organizations covered under the Group Ruling should respond to requests for public inspection and written or in-person requests for copies by providing a copy of the page of the current OCD on which they are listed. If a covered organization does not have a copy of the current OCD, it has two weeks within which to make it available for inspection and to comply with in-person requests for copies. Written requests must be satisfied within the general time limits. For more information on the section 6104(d) requirements, see OGC Memo dated May 18, 1999.

¹³ 1975-2 C.B. 587.



1817

2000

The Official Catholic Directory

Anno
Domini

2000

Published Annually by
P.J. Kennedy & Sons

Member Gordon, Chairman, presented the following:

REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of this 1st day of July, 2003, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the County of McLean (hereinafter referred to as the "County").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2004.

B. Long Range Planning Services

The "Commission" shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program including visionary planning and the following activities:

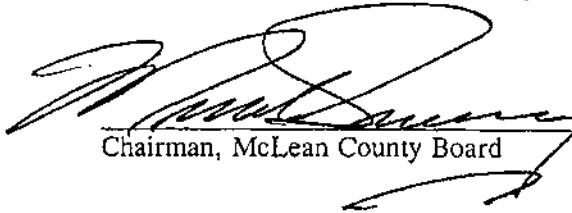
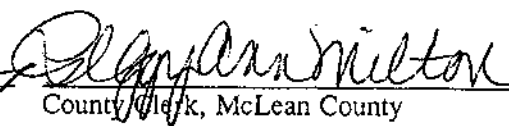
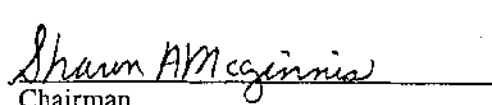

1. Prepare and maintain current base maps for public use.
2. Prepare and maintain statistical data and other information in order to assist public agencies in their development decisions.
3. Attendance at meetings of county, municipal, civic clubs or other groups interested in planning and development.
4. Prepare or coordinate the preparation of applications for Federal or State projects provided that no special studies or analysis need to be made.
5. Prepare or coordinate the preparation of reports which are an integral part of the McLean County Transportation Study; including the Unified Work Program (UWP); the preliminary and final long range transportation plan; and the Transportation Improvement Program (TIP) including plan and program implementation technical assistance.
6. Assist the County in the periodic updating of plans, laws, and ordinances which have a direct relationship to planning and development, including zoning ordinances and subdivision regulations.
7. Assist all governmental departments concerning matters of long range planning and development.
8. Coordinate with the County's short range planner in matters pertaining to the process of developing Plans for the County.

C. Staff

The "Commission" shall employ a Director of the "Commission" and other employees which are necessary and authorized by the budget. It is agreed by all parties that the "County" short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above.

D. Financing

The County of McLean will cause to be placed in the accounts of the "Commission" the sum of \$19,951.50 for the period July 1, 2003 through December 31, 2003. Upon approval of the Fiscal Year 2004 Adopted Budget by the McLean County Board, the County will remit to the Commission the balance of \$16,317.50 for the period January 1, 2004 through June 30, 2004.

| | | |
|--|---|-------------------------|
|  Chairman, McLean County Board |  County Clerk, McLean County | <u>12/16/03</u> Date |
|  Chairman McLean County Regional Planning Commission |  Executive Director McLean County Regional Planning Commission | <u>11/5/03</u> Date |

Members Gordon/Cavallini moved the County Board approve the Request for Approval of a Regional Planning Service Agreement with the McLean County Regional Planning Commission. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon, Chairman, presented the following:

ORDINANCE
AMENDING THE FEES OF McLEAN COUNTY ZONING AND SUBDIVISION
ORDINANCES

WHEREAS, the Land Use and Development Committee of the McLean County Board has proposed that permit fees in the Department of Building and Zoning be amended; and

WHEREAS, the Land Use and Development Committee of the McLean County Board, after due notice as required by law, held a public hearing on said proposal, identified as Zoning Case 03-71-Z and Subdivision Case S-03-13 and has recommended that the said fees be amended as follows:

Zoning case filing fees will be raised by \$50, dwelling permit application fees by \$50, other building permits and occupancy fees by \$25, subdivision fees by \$50 per subdivision and \$5 per lot, to establish fees for administrative variances and temporary permits at \$100 and to establish the cost per zoning map at \$15 per page; and

WHEREAS, the County Board of McLean County, Illinois deems it necessary and proper and in the public interest to so amend said fees of said county; now, therefore,

BE IT ORDAINED that the fees in the McLean County Zoning Ordinance and the McLean County Subdivision Ordinance are hereby amended.

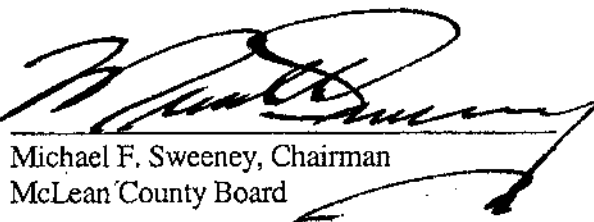
Adopted by the County Board of McLean County, Illinois this 16th day of December, 2003

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

Members Gordon/Rackauskas moved the County Board approve the Request for Approval of the Application of the McLean County Land Use and Development Committee to Amend Fees in the Department of Building and Zoning – Building and Zoning Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the following: the General Report may be found on pages 227-234.

FINANCE COMMITTEE:
Member Sorensen, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Facilities Management Department 0041
Health Department Building 0046

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the General Fund 0001, Facilities Management Department 0041, Health Department Building 0046; and,

WHEREAS, the Property Committee and the County Board recommended approval of the bid award for the installation of new exterior metal siding for the Health Department Building; and,

WHEREAS, it is necessary to amend the fiscal year 2003 Combined Annual Appropriation and Budget Ordinance in order to appropriate in fiscal year 2003 sufficient funds to pay the costs of installing the new exterior metal siding for the Health Department Building; and,

WHEREAS, sufficient funds are available in the unappropriated fund balance of the General Fund 0001 and in certain Health Department Special Revenue Funds to pay the costs of installing the new exterior metal siding for the Health Department Building; and,

WHEREAS, the Finance Committee, on Tuesday, December 2, 2003, approved and recommended to the County Board an Emergency Appropriation Ordinance to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2003; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budgets of the following funds of the Health Department, the following amounts:

Unappropriated Fund Balance:

| | |
|--------------------------|---------------------|
| 0112-0061-0062-0400.0000 | \$ 92,228.03 |
| 0111-0061-0062-0400.0000 | \$ 20,000.00 |
| 0106-0061-0062-0400.0000 | \$ 25,000.00 |
| 0108-0061-0062-0400.0000 | \$ 15,108.14 |
| 0113-0061-0062-0400.0000 | <u>\$ 16,663.83</u> |
| Total | \$169,000.00 |

(2)

2. That the County Auditor is hereby directed to amend the approved and adopted budgets of the Health Department, the following amounts:

Interfund Transfers:

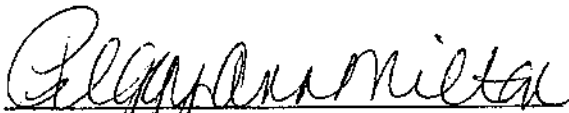
| | |
|--------------------------|---------------------|
| 0112-0061-0062-0999.0001 | \$ 92,228.03 |
| 0111-0061-0062-0999.0001 | \$ 20,000.00 |
| 0106-0061-0062-0999.0001 | \$ 25,000.00 |
| 0108-0061-0062-0999.0001 | \$ 15,108.14 |
| 0113-0061-0062-0999.0001 | <u>\$ 16,663.83</u> |
| Total | \$169,000.00 |

3. That the County Clerk shall provide a certified copy of this ordinance to the County Treasurer, County Auditor, Health Department Administrator and County Administrator.

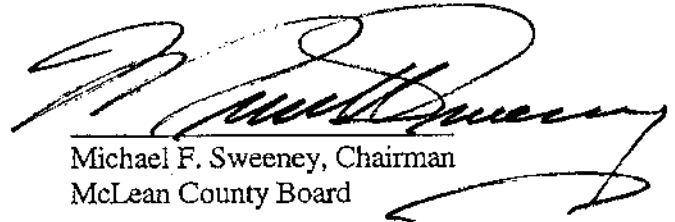
ADOPTED by the County Board of McLean County this 16th day of December, 2003.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk of the County Board
of McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Renner moved the County Board approve the Request for Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Facilities Management Department 0041 – Health Department Building 0046 – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**MCLEAN COUNTY
GENERAL COMPENSATION PLAN
FOR NON-UNION EMPLOYEES**

January 1, 2004

SECTION I: Definitions

A. Oversight Committee. The County Board committee assigned the responsibility of reviewing personnel salaries.

B. AOIC. The Administrative Office of the Illinois Courts - Probation Division. Provisions which reference the AOIC only apply when the personnel involved are professional employees in the Court Services Department.

C. General Employees. All professional, technical, administrative and support employees of McLean County whose annual salaries are determined in accordance with the McLean County General Compensation Schedule.

D. Permanent Employees. Employees whose positions are recognized in the annual McLean County Budget as full-time (0503.xxxx account number) or part-time (0515.xxxx account number) and who have every expectation that their employment in that classification will continue from year to year without interruption.

E. Promotion. A change in an employee's position classification to a position classification which has a higher pay range.

F. Transfer. A change in an employee's position classification to a position classification which has the same or a lower pay range, or a change in the department in which the employee works.

G. Demotion. An involuntary change in an employee's position classification to a position classification which has a lower pay range.

H. Merit Anniversary Date. The date on which an employee is eligible for consideration for a salary increase based on performance.

J. Position Appraisal Method (PAM). A system for evaluating and maintaining internal job relationships within the McLean County personnel system, implemented July 1, 2000.

SECTION II: Annual Salary Adjustments

All employees included in the General Compensation Schedule shall receive any across-the-board salary adjustment which is applied to their respective salary schedules.

SECTION III: Philosophy Related to Step Progression

All pay grades on the General Compensation Schedules contain a range of salary rates, which allow employees in the same pay grade of the compensation system to receive different rates of pay.

- A. Pay Progression. McLean County expects its employees to progress along a salary range on some basis other than, and in addition to, any cost of living pay increases. This may take the form of a longevity system which is based on one's length of service, or a performance based system which provides merit.
- B. Merit Increases. McLean County believes that performance measurements and achievement provide the best methodology for determining pay progression. This allows an employee's rate of pay to be determined by the employee's own performance and value to the organization. It provides the department with an incentive tool to achieve departmental and organizational goals and encourages all employees to reach their maximum potential. Such increases also allow the department to differentiate among employees in order to recognize individuals whose performance is superior, as well as those who need to improve. We also recognize that the "average" or "satisfactory" employee should progress on the salary range in that their additional year of service has benefited the County. However, this component of pay progression is a minor portion of an employee's merit increase.
- C. Competency. The salary ranges adopted by McLean County are structured so that the midpoint of each such range represents "competency." Such competency is not just an indication that the employee has the necessary knowledge, skills, and abilities to perform the duties and responsibilities of the position, but also that the employee knows and understands the environment, including, as appropriate to the position, the political structure, other employees, outside contacts, etc.
- D. Beyond Competency. Progression along those wage steps which are above the midpoint of the salary range are reserved for employees whose performance consistently goes beyond competency. Advancement along these steps requires that the employee adds value to the position and the organization through their achievements on behalf of the organization.
- E. Maximum Limits. The salary range recognizes that there is a limit to the amount of achievement and value which an individual, by nature of the specific position classification which the employee occupies, can bring to the organization. Once an employee reaches the maximum salary rate for the position classification, the employee's annual compensation rate, albeit no longer progressing, rewards continual efforts and achievements.

SECTION IV: Evaluations and Merit Increases

- A. All merit increases require that a performance evaluation form, satisfactory to the County Administrator's Office and, as applicable, to the AOIC, be submitted to the County Administrator's Office along with the merit increase request, i.e. a completed Payroll Change Form. Whether or not the employee receives a merit increase, the evaluation form shall be sent to the County Administrator's Office no later than the Merit Anniversary Date. Said form shall be returned by that office to the Department Head within two weeks.
- B. All merit increases require an average evaluation score consistent with the merit step chart detailed in Section VI. Beyond the level of competency, i.e. the midpoint of the salary range, progression should become more difficult as the overall performance of the employee must be above that level required by the position. Thus, the amount of progression is less when the employee approaches midpoint and is further reduced as the employee progresses toward the maximum of the range.
- C. The County Administrator's Office may reject a merit increase, pending a review and decision by the Oversight Committee and, as applicable, the AOIC. Such action shall be based on the belief that merit increase(s) within a department are not consistent with merit principles or with the provisions of this compensation plan.
- D. The County Administrator's Office shall reject any request for a merit increase which does not conform to the provisions of this compensation plan or to the requirements of the performance evaluation instrument and instructions.

SECTION V: Establishing Salaries

A. New Hires. In order to recognize the value of long-term employees and to avoid wage compression within a pay grade, new hires should be employed at the minimum rate of their respective pay grades. If any position classification on the General Compensation Schedule includes employees scheduled for both a 37.5 hour workweek and a 40-hour workweek, the minimum and maximum hourly rate for that position classification shall be the minimum and maximum hourly rate for those on the 40-hour workweek schedule.

Each department head is authorized to offer a starting rate above the minimum, if necessary to employ a qualified candidate, subject to the following:

1. Department Head Discretion. The department head may offer a starting rate up to a maximum of 10 steps above the minimum rate to a candidate for any position classification.

2. Impacted Positions List. Candidates for position classifications requested by the County Administrator and approved by the Oversight Committee as "impacted" due to the difficulty of attracting and retaining qualified employees shall be eligible for the following, in addition to A.1. above:

a) Experience Credit. The employee may receive a maximum of an additional 3 steps of the minimum starting rate for each year of experience which is directly related to his new position with the County, limited to a total additional maximum of 12 steps.

b) Education Credit. A professional employee may receive a maximum of an additional 8 steps of the minimum starting rate for an educational degree which is directly related to his new position with the County and which is above the educational requirements for his position classification.

c) The County Administrator may approve a maximum of an additional 10 steps if, in his judgment, it is in the best interests of the County and necessary to attract the qualified employee.

3. Elected officials or department heads who believe the Department Head Discretion and Impacted Position policies would result in an insufficient starting rate for a candidate or vacancy must notify the County Administrator in sufficient time prior to the meeting of the Oversight Committee that they wish to request that the Oversight Committee set a higher starting rate for a particular candidate or vacancy. The Oversight Committee shall require a report from the County Administrator as to adjustments, if any, in the PAM Factors for the subject position.

B. Promotions. A promoted employee shall generally receive a 5% increase but not less than the minimum nor more than the maximum rate of the pay range for the employee's new position classification. Also, the increase may exceed 5% if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the employee's previous position classification. The exact increase shall be determined by the County Administrator in consultation with the department head. Any increase exceeding 10%, unless necessary to reach the minimum of the new salary range, requires the consent of the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the promotion.

C. Transfers. Transferred employees shall retain their present salary and merit anniversary date; however, they shall not be eligible for a merit increase until serving at least three months in the

new position. If an employee transfers from one department to another within four (4) months of the next Merit Anniversary Date, the department receiving the employee may request, in writing, that the other department provide a completed performance evaluation form on that employee. The department providing the employee shall honor all such reasonable requests. Such requests should be made within one month of the employee's transfer.

D. Demotions. A demoted employee shall receive the same step in the new salary range as s/he received of the previous (higher) salary range. The extent of the decrease may be lessened if, projected over the next 12 months, this would result in a loss greater than the percentage differential between the two salary ranges. Also, the decrease may be lessened if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the previous position classification. Also, the department head may consult with the County Administrator's Office concerning possible arrangements to withhold future increases to mitigate the extent of present salary loss to the employee. Any such arrangement requires the written consent of the employee and must be reported to the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the demotion.

SECTION VI: Merit Increases

A. Eligibility. All permanent general employees shall be eligible for merit increase consideration on their merit anniversary dates. Each employee eligible for a merit increase shall be evaluated in accordance with this compensation plan and the requirements of the evaluation instrument and instructions under departmental procedures so that said evaluation is completed and discussed with the employee prior to the actual Merit Anniversary Date. In the case of part-time employees, the actual Merit Anniversary Date shall not be considered to have occurred unless the employee has at least 900 hours of actual work hours (including benefit time) since the last merit increase (or 450 hours when the first merit increase is six months from the date of hire). The merit increase shall be effective at the beginning of the payroll period:

- 1) during which the employee's Merit Anniversary Date falls, assuming that the employee is normally scheduled to work on or after that date during that payroll period, if the Evaluation Form and Payroll Change Form are received in a timely manner; or
- 2) at the beginning of the next payroll period following the receipt of the Evaluation Form and Payroll Change Form by the County Administrator's Office, if these materials are late.

B. Probation. All newly hired employees shall serve a six-month probationary period which may be extended by the department head if additional time is necessary in order to properly evaluate the employee's prospect of success in the position. All such extensions must be reported in writing to the County Administrator's Office. Employees who successfully complete

their probationary period, except as noted, shall receive an increase of a maximum of steps indicated by the charts in Subsection C of this Section, and the end of probation shall be their merit anniversary date. Those employees who start at step 11 or above of the pay grade for the position classification shall retain their employment date as their merit anniversary date, regardless of the ending date of their probation.

C. Merit Increase Ranges. General employees who qualify for merit increases shall receive salary increases in accordance with the following schedules. Each step equals 1/2% (one-half percent) of the minimum salary for the particular pay grade and salary schedule. All evaluation scores are based on a total of five (5) possible points. The step columns refer to the employees' current step (prior to receiving this merit increase). For certain employees in the Court Services Department, who are under the jurisdiction of the AOIC, it is recognized that those below the midpoint of their respective salary ranges also receive merit and longevity credit within any annual salary adjustment, as described in Section II.

GENERAL COMPENSATION SCHEDULE EMPLOYEES RANGE 13 AND HIGHER

| Evaluation Score | Employee's Current Step | Employee's # Steps | Employee's Current Step | Employee's # Steps | Employee's Current Step | Employee's # Steps | Employee's Current Step | Employee's # Steps |
|------------------|-------------------------|--------------------|-------------------------|--------------------|-------------------------|--------------------|-------------------------|--------------------|
| 4.75 - 5.00 | 1-40 | 8 | 41-60 | 7 | 61-80 | 6 | 81-101 | 5 |
| 4.50 - 4.74 | 1-40 | 7 | 41-60 | 6 | 61-80 | 5 | 81-101 | 4 |
| 4.00 - 4.49 | 1-40 | 6 | 41-60 | 5 | 61-80 | 4 | 81-101 | 3 |
| 3.50 - 3.99 | 1-40 | 5 | 41-60 | 4 | 61-80 | 3 | 81-101 | 2 |
| 3.00 - 3.49 | 1-40 | 4 | 41-60 | 3 | 61-80 | 2 | 81-101 | 1 |
| 2.50 - 2.99 | 1-40 | 3 | 41-60 | 2 | 61-80 | 1 | 81-101 | 0 |
| 2.00 - 2.49 | 1-40 | 2 | 41-60 | 1 | 61-80 | 0 | 81-101 | 0 |

GENERAL COMPENSATION SCHEDULE EMPLOYEES RANGE 12 AND LOWER

| Evaluation Score | Employee's Current Step | Employee's # Steps | Employee's Current Step | Employee's # Steps | Employee's Current Step | Employee's # Steps | Employee's Current Step | Employee's # Steps |
|------------------|-------------------------|--------------------|-------------------------|--------------------|-------------------------|--------------------|-------------------------|--------------------|
| 4.75 - 5.00 | 1-40 | 8 | 41-57 | 7 | 58-74 | 6 | 75-91 | 5 |
| 4.50 - 4.74 | 1-40 | 7 | 41-57 | 6 | 58-74 | 5 | 75-91 | 4 |
| 4.00 - 4.49 | 1-40 | 6 | 41-57 | 5 | 58-74 | 4 | 75-91 | 3 |
| 3.50 - 3.99 | 1-40 | 5 | 41-57 | 4 | 58-74 | 3 | 75-91 | 2 |
| 3.00 - 3.49 | 1-40 | 4 | 41-57 | 3 | 58-74 | 2 | 75-91 | 1 |
| 2.50 - 2.99 | 1-40 | 3 | 41-57 | 2 | 58-74 | 1 | 75-91 | 0 |
| 2.00 - 2.49 | 1-40 | 2 | 41-57 | 1 | 58-74 | 0 | 75-91 | 0 |

Certain employees of the Court Services Department, due to the requirements of the AOIC, shall not be eligible for any such increase unless their evaluation score is a minimum of 3.25. This compensation plan also recognizes that such employees receive credit for their longevity as well as their performance but that such credit is provided partially by any across-the-board increase, as provided in Section II of this policy.

- D. Merit Increase Methodology. All merit increases shall be added to the employee's present salary rate. The employee's new salary rate shall be stated in even steps with each step equaling increments of one-half of one percent (0.5%) of the minimum of the salary range for the position classification and shall not exceed the maximum of the salary range.
- E. Merit Standards. The merit step system is designed to permit departments to reward employees for their performance. It is understood that the indiscriminate awarding of merit acts as a disincentive for employees who typically are exceptional performers. It follows that the number of merit steps awarded to various employees within a department should differ. In order to protect the intent of this merit system, the County Administrator's Office shall be responsible for maintaining statistics necessary to determine that merit standards are met. This shall be accomplished as follows:

1. Each department, as identified within the McLean County Annual Budget, shall evaluate the employees within that department and be responsible for maintaining the merit standards.
2. Merit standards shall be considered as met by each department unless such department awards merit so that the department's ratio of steps awarded divided by the maximum steps available, exclusive of any such award for an employee who reaches the maximum step for his position classification by receiving four (4) or less steps of merit, is 1.0 or more standard deviations higher than the mean for all departments collectively.
3. Any department which exceeds this merit standard over a one calendar year period shall, for the next calendar year, be limited to the following maximum number of merit steps for each employee: 1/2 (one-half) of the number of steps indicated in Section VI.

If such department's performance evaluation scores continue to exceed the norm for all other departments, then the above restriction on merit steps shall continue during the next year.

SECTION VII: Policy Review

This General Compensation Plan shall be reviewed annually by the County Administrator, who shall make recommendations concerning this plan to the Oversight Committee, which may recommend changes to the County Board and, as applicable, to the AOIC. The annual review shall include a study of the PAM Factors (see Appendix A) for one or more positions, and recommendations for changes thereto.

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Revised 11/12/2003

| TITLE | VALUES FACTOR | Knowledge/ Ability | Supervision/ Responsibility | Scope/ Effect | Problem Solving | Authority | Contact | Physical | TOTAL |
|--|---------------------|-----------------------|--------------------------------|------------------|--------------------|-----------|---------|----------|-------|
| | | 20 | 15 | 20 | 20 | 5 | 15 | 5 | |
| | | I | II | III | IV | V | VI | VII | |
| County Administrator | LEVEL XXI: 795-825 | 9 | 11 | 7 | 10 | 7 | 5 | 2 | 805 |
| Health Department Administrator | LEVEL XX: 760-790 | 8 | 10 | 7 | 9 | 6 | 5 | 2 | 745 |
| Assistant County Administrator | LEVEL XIX: 725-755 | 8 | 10 | 6 | 9 | 6 | 5 | 2 | 725 |
| County Engineer | LEVEL XVII: 690-720 | 7 | 9 | 6 | 9 | 6 | 4 | 2 | 675 |
| Nursing Home Administrator | LEVEL XVII: 655-685 | 7 | 9 | 6 | 9 | 5 | 4 | 2 | 670 |
| Public Defender | LEVEL XVI: 620-650 | 7 | 8 | 6 | 8 | 6 | 5 | 2 | 655 |
| Chief Deputy Sheriff | LEVEL XV: 585-615 | 7 | 8 | 5 | 9 | 6 | 4 | 2 | 640 |
| Court Services Director | LEVEL XIV: 550-580 | 7 | 8 | 6 | 7 | 6 | 4 | 2 | 635 |
| Assistant State's Attorney V | | 7 | 8 | 5 | 8 | 6 | 4 | 2 | 620 |
| Director, Information Systems | | 6 | 7 | 6 | 8 | 5 | 3 | 2 | 585 |
| Director, Nursing Services | | 7 | 8 | 5 | 6 | 5 | 3 | 2 | 560 |
| Director, Personal Health Services | | 7 | 8 | 5 | 6 | 5 | 3 | 2 | 560 |
| Assistant County Engineer | | 6 | 8 | 5 | 6 | 5 | 4 | 2 | 555 |
| Supervisor of Assessments | LEVEL XIII: 515-545 | 6 | 6 | 6 | 6 | 5 | 4 | 2 | 545 |
| Emergency Communications Director | | 6 | 6 | 6 | 6 | 5 | 4 | 2 | 545 |
| Director, Building and Zoning | | 6 | 6 | 6 | 6 | 5 | 4 | 2 | 545 |
| Assistant Administrator, Health Dept. | | 6 | 5 | 6 | 6 | 5 | 4 | 2 | 530 |
| Assistant State's Attorney IV | | 6 | 7 | 5 | 6 | 5 | 3 | 2 | 525 |
| Facilities Maintenance Director | | 6 | 6 | 6 | 5 | 5 | 4 | 2 | 525 |
| Jail Superintendent | | 6 | 7 | 5 | 6 | 5 | 3 | 2 | 525 |
| Environmental Health Director | | 6 | 7 | 5 | 6 | 5 | 3 | 2 | 525 |
| Superintendent of Juvenile Detention | | 6 | 6 | 5 | 6 | 5 | 4 | 2 | 525 |
| Assistant Director, Information Services | | 5 | 7 | 5 | 7 | 5 | 3 | 2 | 525 |
| Director, Parks and Recreation | | 6 | 5 | 6 | 6 | 5 | 3 | 2 | 515 |
| Assistant Public Defender IV | | 6 | 6 | 5 | 6 | 6 | 3 | 2 | 515 |

| TITLE | VALUES FACTOR | Knowledge/ Ability | Supervision/ Responsibility | Scope/ Effect | Problem Solving | Authority | Contact | Physical | TOTAL |
|--|------------------|-----------------------|--------------------------------|------------------|--------------------|-----------|---------|----------|-------|
| LEVEL XII: 480-510 | | | | | | | | | |
| Director, Children's Advocacy Center | 5 | 5 | 6 | 6 | 6 | 5 | 3 | 2 | 510 |
| Command Lieutenant | 6 | 6 | 6 | 5 | 5 | 5 | 3 | 3 | 495 |
| Director, ESDA | 5 | 5 | 5 | 6 | 6 | 5 | 3 | 2 | 495 |
| Highway Operations Officer | 5 | 5 | 6 | 5 | 6 | 5 | 3 | 3 | 495 |
| Communicable Disease/Health Prog. Sup. | 5 | 5 | 6 | 5 | 6 | 5 | 3 | 2 | 490 |
| Community Health Services Supervisor | 5 | 5 | 6 | 5 | 6 | 5 | 3 | 2 | 490 |
| Assistant Public Defender III | 5 | 5 | 6 | 5 | 6 | 5 | 3 | 2 | 490 |
| Assistant State's Attorney III | 5 | 5 | 6 | 5 | 6 | 5 | 3 | 2 | 490 |
| Civil Engineer II | 5 | 5 | 6 | 5 | 6 | 4 | 3 | 3 | 490 |
| Risk Manager | 5 | 5 | 5 | 6 | 6 | 4 | 3 | 2 | 490 |
| Systems/Database Coordinator | 5 | 5 | 6 | 5 | 6 | 4 | 3 | 2 | 485 |
| Network Program Manager | 5 | 5 | 6 | 5 | 6 | 4 | 3 | 2 | 485 |
| Maternal/Child Health Services Supervisor | 5 | 5 | 7 | 5 | 5 | 5 | 3 | 2 | 485 |
| Environmental Health Program Supervisor | 5 | 5 | 6 | 5 | 5 | 5 | 4 | 2 | 485 |
| Assistant County Treasurer | 5 | 5 | 6 | 5 | 5 | 4 | 4 | 2 | 480 |
| LEVEL XI: 445-475 | | | | | | | | | |
| Assistant Supt. Juvenile Detention | 5 | 5 | 6 | 5 | 5 | 5 | 3 | 2 | 470 |
| Network Security Specialist | 6 | 6 | 5 | 5 | 5 | 4 | 3 | 2 | 470 |
| Deputy Director, Court Services | 5 | 5 | 6 | 5 | 5 | 5 | 3 | 2 | 470 |
| Detention Health Supervisor | 5 | 5 | 6 | 5 | 5 | 5 | 3 | 2 | 470 |
| Chief Deputy Circuit Clerk | 5 | 5 | 6 | 5 | 5 | 4 | 3 | 2 | 465 |
| Asst. Director of MMCCC-technical services | 5 | 5 | 5 | 5 | 5 | 4 | 3 | 3 | 455 |
| Civil Engineer I | 5 | 5 | 5 | 5 | 5 | 4 | 3 | 3 | 455 |
| Jail Operations Supervisor | 5 | 5 | 6 | 4 | 5 | 5 | 3 | 2 | 450 |
| Facilities Maintenance Supervisor | 4 | 4 | 5 | 5 | 5 | 4 | 4 | 3 | 450 |
| Assistant State's Attorney II | 5 | 5 | 5 | 4 | 6 | 4 | 3 | 2 | 450 |
| Assistant Public Defender II | 5 | 5 | 5 | 4 | 6 | 4 | 3 | 2 | 450 |
| Programmer | 5 | 5 | 5 | 5 | 5 | 4 | 3 | 2 | 450 |
| LEVEL X: 410-440 | | | | | | | | | |
| Health Promotion Program Manager | 5 | 5 | 6 | 4 | 5 | 3 | 3 | 2 | 440 |
| Internal Auditor | 6 | 6 | 3 | 5 | 5 | 3 | 3 | 2 | 435 |
| Staff Accountant | 5 | 5 | 4 | 5 | 5 | 4 | 3 | 2 | 435 |
| Planner-Building and Zoning | 4 | 4 | 4 | 5 | 5 | 4 | 4 | 2 | 430 |
| Assistant Director of Nursing-RN | 5 | 5 | 5 | 4 | 5 | 4 | 3 | 2 | 430 |

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| TITLE | VALUES | FACTOR | Knowledge/ Ability | Supervision/ Responsibility | Scope/ Effect | Problem Solving | Authority | Contact | Physical | TOTAL |
|--|--------|--------|-----------------------|--------------------------------|------------------|--------------------|-----------|---------|----------|-------|
| | 20 | 1 | 15 | 20 | 20 | 20 | 5 | 15 | 5 | |
| | | I | II | III | IV | V | VI | VII | | |
| (cont'd) LEVEL IX: 375-405 | | | | | | | | | | |
| Operations Officer, Parks and Recreation | 4 | 4 | 4 | 4 | 5 | 3 | 2 | 2 | 2 | 375 |
| Quality Assurance Specialist | 4 | 4 | 4 | 4 | 5 | 3 | 2 | 2 | 2 | 375 |
| Communicable Disease Investigator | 4 | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 3 | 375 |
| Staff Sanitarian | 4 | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 3 | 375 |
| Public Health Nurse | 4 | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 3 | 375 |
| Registered Nurse | 4 | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 3 | 375 |
| Registered Nurse-Nursing Home | 4 | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 3 | 375 |
| School Health Nurse Consultant | 4 | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 3 | 375 |
| Clinic Nurse | 4 | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 3 | 375 |
| LEVEL VIII: 340-370 | | | | | | | | | | |
| CASA Coordinator | 4 | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 2 | 370 |
| Case Manager | 4 | 4 | 4 | 3 | 5 | 3 | 3 | 3 | 2 | 370 |
| Senior Assessor | 4 | 4 | 4 | 4 | 4 | 3 | 3 | 3 | 2 | 370 |
| Veterans Assistance Officer | 2 | 3 | 6 | 4 | 4 | 5 | 3 | 3 | 2 | 365 |
| Defense Investigator | 4 | 4 | 3 | 3 | 5 | 2 | 3 | 3 | 2 | 365 |
| Program Administrator, County Clerk | 4 | 4 | 4 | 4 | 3 | 3 | 4 | 4 | 2 | 365 |
| Health Promotion Specialist | 4 | 4 | 4 | 3 | 5 | 2 | 3 | 3 | 2 | 365 |
| Victim/Witness Program Coordinator | 3 | 4 | 4 | 4 | 4 | 5 | 3 | 3 | 2 | 360 |
| Human Resources Assistant | 4 | 4 | 4 | 3 | 5 | 3 | 2 | 2 | 2 | 355 |
| WIC Nutritionist | 4 | 4 | 4 | 3 | 5 | 3 | 2 | 2 | 2 | 355 |
| Assistant Director, ESDA | 3 | 4 | 4 | 4 | 4 | 4 | 3 | 3 | 2 | 355 |
| Social Services Director | 3 | 4 | 4 | 4 | 4 | 4 | 3 | 3 | 2 | 355 |
| Inmate Programs Supervisor | 3 | 5 | 4 | 4 | 4 | 3 | 2 | 2 | 2 | 350 |
| Circuit Clerk Division Supervisor I | 4 | 5 | 4 | 4 | 3 | 3 | 2 | 2 | 2 | 350 |
| County Administrator's Assistant | 4 | 4 | 4 | 3 | 4 | 3 | 3 | 3 | 2 | 350 |
| Administrative Support Supervisor II | 4 | 5 | 4 | 4 | 3 | 3 | 2 | 2 | 2 | 350 |
| Domestic Services Director | 3 | 5 | 4 | 4 | 4 | 3 | 2 | 2 | 2 | 350 |
| Asst. to the Nursing Home Administrator | 4 | 5 | 4 | 4 | 3 | 3 | 2 | 2 | 2 | 350 |
| Network Support Specialist | 4 | 4 | 3 | 4 | 4 | 2 | 2 | 2 | 3 | 340 |
| Engineering Technician II | 3 | 4 | 4 | 4 | 4 | 3 | 2 | 2 | 3 | 340 |
| LEVEL VII: 305-335 | | | | | | | | | | |
| Administrative Support Supervisor I | 4 | 4 | 4 | 4 | 3 | 3 | 2 | 2 | 2 | 335 |
| Assessor | 4 | 4 | 4 | 3 | 3 | 3 | 3 | 3 | 2 | 330 |
| Zoning Enforcement Officer | 3 | 3 | 4 | 4 | 3 | 4 | 3 | 3 | 3 | 325 |

| TITLE | VALUES FACTOR | Knowledge/ Ability | Supervision/ Responsibility | Scope/ Effect | Problem Solving | Authority | Contact | Physical | TOTAL |
|--|------------------|-----------------------|--------------------------------|------------------|--------------------|-----------|---------|----------|-------|
| | | 20 | 15 | 20 | 20 | 5 | 15 | 5 | |
| | | I | II | III | IV | V | VI | VII | |
| (cont'd) LEVEL VII: 305-335 | | | | | | | | | |
| Senior Field Inspector-Building and Zoning | | 3 | 3 | 4 | 3 | 3 | 3 | 3 | 320 |
| Legal Assistant II | | 4 | 3 | 3 | 4 | 3 | 2 | 2 | 320 |
| Jury Coordinator | | 3 | 4 | 4 | 3 | 4 | 2 | 2 | 320 |
| Accounting Specialist II | | 4 | 3 | 4 | 3 | 3 | 2 | 2 | 320 |
| Administrative Specialist | | 4 | 3 | 3 | 3 | 3 | 3 | 2 | 315 |
| LEVEL VII: 305-335 | | | | | | | | | |
| Chief Deputy Recorder | | 3 | 4 | 4 | 3 | 3 | 2 | 2 | 315 |
| Deputy Coroner | | 3 | 3 | 3 | 4 | 2 | 3 | 3 | 315 |
| Park Maintenance Supervisor | | 3 | 4 | 4 | 3 | 2 | 2 | 3 | 315 |
| Custodial Supervisor | | 2 | 5 | 4 | 3 | 3 | 2 | 3 | 315 |
| Supervising Office Support Specialist | | 4 | 4 | 3 | 3 | 3 | 2 | 2 | 315 |
| Heavy Equipment Mechanic | | 3 | 3 | 3 | 4 | 3 | 2 | 4 | 310 |
| Animal Control Manager | | 3 | 3 | 3 | 3 | 4 | 3 | 3 | 305 |
| Building Maintenance Mechanic II | | 3 | 3 | 4 | 3 | 3 | 2 | 3 | 305 |
| Engineering Technician I | | 3 | 3 | 4 | 3 | 2 | 2 | 4 | 305 |
| Licensed Practical Nurse | | 3 | 3 | 3 | 4 | 3 | 2 | 3 | 305 |
| Licensed Practical Nurse-Nursing Home | | 3 | 3 | 3 | 4 | 3 | 2 | 3 | 305 |
| LEVEL VI: 270-300 | | | | | | | | | |
| Circuit Court Secretary | | 4 | 3 | 3 | 3 | 3 | 2 | 2 | 300 |
| Victim/Witness Specialist | | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 295 |
| Senior Field Inspector-Assessment | | 3 | 3 | 3 | 3 | 2 | 3 | 3 | 295 |
| Computer Operator II | | 4 | 3 | 3 | 3 | 2 | 2 | 2 | 295 |
| Activity Director | | 3 | 3 | 3 | 3 | 2 | 3 | 2 | 290 |
| Fleet Mechanic | | 3 | 3 | 3 | 3 | 3 | 2 | 3 | 285 |
| Assistant Field Inspector-Assessment | | 3 | 3 | 3 | 3 | 2 | 2 | 3 | 280 |
| Legal Assistant I | | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 280 |
| Park Maintenance Worker II | | 3 | 3 | 3 | 3 | 2 | 2 | 3 | 280 |
| Animal Control Warden | | 2 | 2 | 3 | 3 | 4 | 3 | 4 | 275 |
| Office Support Specialist II | | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 275 |
| Safety Coordinator | | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 275 |
| LEVEL V: 235-265 | | | | | | | | | |
| Assistant Food Services Supervisor | | 3 | 3 | 3 | 2 | 3 | 2 | 3 | 265 |
| Computer Operator I | | 3 | 2 | 2 | 3 | 2 | 2 | 2 | 240 |
| Vision/Hearing Technician | | 3 | 2 | 3 | 2 | 2 | 2 | 2 | 240 |

Members Sorensen/Rackauskas moved the County Board approve the Request for Approval of General Compensation Plan for Non-Union Employees for Fiscal Year 2004. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

| TITLE | VALUES | Knowledge/ Ability | Supervision/ Responsibility | Scope/ Effect | Problem Solving | Authority | Contact | Physical | TOTAL |
|--|--------|-----------------------|--------------------------------|------------------|--------------------|-----------|---------|----------|-------|
| (cont'd) LEVEL V: 235-265 | FACTOR | 20 | 15 | 20 | 20 | 5 | 15 | 5 | |
| Building Maintenance Mechanic I | | 2 | 3 | 3 | 2 | 2 | 2 | 3 | 240 |
| Building Maintenance Mechanic-NH | | 2 | 3 | 3 | 2 | 2 | 2 | 3 | 240 |
| Accounting Specialist I | | 3 | 2 | 3 | 2 | 2 | 2 | 2 | 240 |
| Lead Custodian | | 2 | 3 | 3 | 2 | 2 | 2 | 3 | 240 |
| Park Maintenance Mechanic I | | 2 | 3 | 3 | 2 | 2 | 2 | 3 | 240 |
| LEVEL IV: 200-230 | | | | | | | | | |
| Emergency Com. Addressing Tech | | 3 | 2 | 2 | 2 | 2 | 2 | 2 | 220 |
| Assistant Clerk, Jury Commission | | 2 | 2 | 2 | 2 | 2 | 3 | 2 | 215 |
| Building Maintenance Worker | | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 205 |
| Building Maintenance Worker-Nursing Home | | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 205 |
| Park Maintenance Worker I | | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 205 |
| Commissary Clerk | | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 205 |
| Mail Processing Clerk | | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 205 |
| Courtroom Clerk | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 200 |
| Deputy County Clerk | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 200 |
| Office Support Specialist I | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 200 |
| LEVEL III: 165-195 | | | | | | | | | |
| Jury Bailiff | | 2 | 2 | 2 | 1 | 2 | 2 | 2 | 180 |
| CNA Coordinator | | 2 | 2 | 2 | 1 | 2 | 2 | 2 | 180 |
| Custodian | | 2 | 2 | 2 | 1 | 2 | 1 | 3 | 170 |
| LEVEL II: 130-160 | | | | | | | | | |
| Receptionist | | 2 | 1 | 2 | 1 | 1 | 2 | 2 | 160 |
| Volunteer Services Coordinator | | 2 | 2 | 2 | 1 | 2 | 1 | 1 | 160 |
| Automotive Servicer | | 2 | 1 | 2 | 1 | 1 | 1 | 2 | 145 |
| Lobby Security Screener | | 2 | 1 | 1 | 1 | 2 | 2 | 2 | 145 |
| LEVEL I: 95-125 | | | | | | | | | |

Member Sorensen, Chairman, presented the following:

Position Classifications and Pay Ranges for Fiscal Year 2004

| <u>Pay Grade</u> | <u>Minimum</u> | <u>Maximum</u> | <u>B/W Hrs.</u> | <u>Title</u> | <u>Class Code</u> |
|------------------|----------------|----------------|-----------------|--|--|
| M | \$4.6455 | \$9.5662 | 75 | Assistant Clerical Assistant Intern | 0004 0010 0399 |
| 1 | \$8.9309 | \$12.9499 | | | |
| 2 | \$9.6005 | \$13.9191 | 80 | Receptionist Lobby Security Screener Automotive Servicer Volunteer Services Coordinator | 0003 3301 7301 8311 |
| 3 | \$10.3202 | \$14.9635 | 80 | Custodian CNA Coordinator | 7131 8004 |
| 4 | \$11.0945 | \$16.0919 | 75 | Commissary Clerk Office Support Specialist I Deputy County Clerk Assistant Clerk-Jury Commission | 0005 0011 0023 1202 |
| | | | 80 | Mail Processing Clerk Emergency Communications Addressing Technician Building Maintenance Worker Building Maintenance Worker-Nursing Home Park Maintenance Worker I | 0007 3107 7142 7152 7210 |
| 5 | \$11.9268 | \$17.2979 | 75 | Accounting Specialist I Computer Operator Vision and Hearing Technician Dental Hygienist | 0101 0201 8101 8103 |
| | | | 80 | Lead Custodian Building Maintenance Mechanic I Building Maintenance Mechanic -Nursing Home Park Maintenance Mechanic I Assistant Food Services Supervisor | 7133 7143 7153 7221 9015 |
| 6 | \$12.8212 | \$18.5958 | 75 | Office Support Specialist II Safety Coordinator Computer Operator II Legal Assistant I Victims Witness Specialist Circuit Court Secretary Animal Control Warden Assistant Field Inspector Senior Field Inspector | 0012 0046 0202 1101 1135 1205 2001 5001 5002 |
| | | | 80 | Parks Maintenance Worker II Fleet Mechanic Activity Director | 7211 7303 8305 |

* = Exempt Position
All positions beyond
Grade 10 are exempt

11/12/2003

| | | | | | |
|---|-----------|-----------|----|---|------|
| 7 | \$13.7828 | \$19.9902 | 75 | Supervising Office Support Specialist | 0013 |
| | | | | Administrative Support Supervisor I | 0015 |
| | | | | Administrative Specialist | 0017 |
| | | | | Chief Deputy Recorder | 0031 |
| | | | | Accounting Specialist II | 0102 |
| | | | | Legal Assistant II | 1102 |
| | | | | Jury Coordinator | 1207 |
| | | | | Animal Control Manager | 2005 |
| | | | | Deputy Coroner | 2103 |
| | | | | Assessor | 5011 |
| | | | | Senior Field Inspector-Building and Zoning | 6001 |
| | | | | Zoning Enforcement Officer | 6003 |
| | | | 80 | Engineering Technician I | 6102 |
| | | | | Custodial Supervisor | 7132 |
| | | | | Building Maintenance Mechanic II | 7144 |
| | | | | Park Maintenance Supervisor | 7222 |
| | | | | Heavy Equipment Mechanic | 7305 |
| | | | | Licensed Practical Nurse-Nursing Home | 8005 |
| | | | | Licensed Practical Nurse | 8006 |
| | | | | | |
| 8 | \$14.8166 | \$21.4862 | 75 | Administrative Support Supervisor II | 0016 |
| | | | | County Administrator's Assistant | 0019 |
| | | | | Program Administrator, County Clerk | 0025 |
| | | | | Human Resources Assistant | 0041 |
| | | | | Network Support Specialist | 0211 |
| | | | | Defense Investigator | 1127 |
| | | | | Victim Witness Program Coordinator* | 1136 |
| | | | | Circuit Clerk-Division Supervisor I | 1215 |
| | | | | CASA Coordinator* | 2305 |
| | | | | Veterans Assistance Officer* | 2403 |
| | | | | Assistant Director-ESDA | 3203 |
| | | | | Inmate Program Supervisor | 4109 |
| | | | | Senior Assessor | 5012 |
| | | | | WIC Nutritionist* | 8041 |
| | | | | Health Promotion Specialist* | 8115 |
| | | | | Case Manager* | 8123 |
| | | | 80 | Engineering Technician II | 6104 |
| | | | | Domestic Services Director | 7125 |
| | | | | Assistant to the Nursing Home Administrator | 8131 |
| | | | | Social Services Director | 8325 |
| | | | | | |
| 9 | \$15.9274 | \$23.0988 | 75 | Assistant Chief County Assessment Officer | 5015 |
| | | | | Senior Accounting Specialist | 0103 |
| | | | | Circuit Clerk-Division Supervisor II | 1216 |
| | | | | Probation Officer I | 1301 |
| | | | | Inmate Assessment Specialist* | 4108 |
| | | | | Clinic Nurse* | 8011 |
| | | | | Registered Nurse* | 8013 |
| | | | | Registered Nurse-Nursing Home | 8014 |
| | | | | Public Health Nurse* | 8015 |
| | | | | School Health Nurse Consultant* | 8017 |
| | | | | Communicable Disease Investigator* | 8105 |

* = Exempt Position
All positions beyond
Grade 10 are exempt

| | | | | | |
|----------|-----------|-----------|----|--|------|
| 9(cont.) | \$15.9274 | \$23.0988 | | Public Health Communications Specialist* | 8113 |
| | | | | Quality Assurance Specialist* | 8127 |
| | | | 80 | Staff Sanitarian | 8403 |
| | | | | Animal Control Director | 2007 |
| | | | | Emergency Communications Supervisor* | 3104 |
| | | | | Juvenile Detention Officer | 4001 |
| | | | | Juvenile Detention Program Coordinator | 4002 |
| | | | | Detention Training/Accreditation Specialist* | 4011 |
| | | | | Operations Officer, Parks and Recreation | 7216 |
| | | | | Fleet Manager | 7307 |
| | | | | Assistant Director of Nursing-LPN | 8031 |
| | | | | Food Services Supervisor | 9017 |
| 10 | \$18.3168 | \$26.5607 | 75 | Chief Deputy County Clerk* | 0027 |
| | | | | Staff Accountant* | 0105 |
| | | | | Internal Auditor | 0106 |
| | | | | Computer Services Coordinator* | 0213 |
| | | | | Assistant States Attorney I* | 1105 |
| | | | | Assistant Public Defender I* | 1112 |
| | | | | Probation Officer II | 1302 |
| | | | | Chief Deputy Coroner* | 2104 |
| | | | | Planner-Building and Zoning* | 6011 |
| | | | | Clinic Supervisor* | 8025 |
| | | | | WIC Nutritionist/Program Coordinator* | 8043 |
| | | | | Communicable Disease Program Coordinator* | 8107 |
| | | | | Health Promotion Program Manager* | 8117 |
| | | | | DCFS Lead Agency Coordinator* | 8121 |
| | | | | Forensic Interviewer* | 8124 |
| | | | | Case Management Supervisor* | 8125 |
| | | | | Birth to Three Assurance Coordinator | 8141 |
| | | | | Bio-Terrorism/Public Health Planner | 8128 |
| | | | 80 | Senior Staff Sanitarian* | 8405 |
| | | | | Assistant Director-MMCCC Operations | 3105 |
| | | | | Facilities Maintenance Foreman | 7145 |
| | | | | Juvenile Detention Shift Supervisor | 4003 |
| | | | | Project Manager | 6101 |
| | | | | Highway Maintenance Coordinator | 7015 |
| | | | | Assistant Director of Nursing-RN | 8030 |
| 11 | \$42,861 | \$62,159 | | Programmer | 0205 |
| | | | | Network Security Specialist | 0214 |
| | | | | Assistant States Attorney II | 1106 |
| | | | | Assistant Public Defender II | 1113 |
| | | | | Chief Deputy-Circuit Clerk | 1217 |
| | | | | Deputy Director-Court Services | 1305 |
| | | | | Assistant Director-MMCCC Technical Services | 3109 |
| | | | | Assistant Superintendent-JDC | 4005 |
| | | | | Jail Operations Supervisor | 4105 |
| | | | | Civil Engineer I | 6105 |
| | | | | Facilities Maintenance Supervisor | 7147 |
| | | | | Detention Health Supervisor | 8129 |

* = Exempt Position
All positions beyond
Grade 10 are exempt

| | | | | |
|----|----------|-----------|--|------|
| 12 | \$47,148 | \$68,364 | Risk Manager | 0047 |
| | | | Assistant County Treasurer | 0111 |
| | | | Systems/Database Coordinator | 0209 |
| | | | Network Program Manager | 0215 |
| | | | Director-Children's Advocacy Center | 0327 |
| | | | Director-ESDA | 0329 |
| | | | Assistant States Attorney III | 1107 |
| | | | Assistant Public Defender III | 1114 |
| | | | Command Lieutenant | 3006 |
| | | | Civil Engineer II | 6106 |
| | | | Highway Operations Officer | 6107 |
| | | | Community Health Services Supervisor | 8021 |
| | | | Maternal-Child Health Services Supervisor | 8023 |
| | | | Communicable Disease/Health Program Supervisor | 8109 |
| | | | Environmental Health Program Supervisor | 8406 |
| 13 | \$51,862 | \$77,801 | Assistant Director, Information Services | 0217 |
| | | | Director-Building and Zoning | 0325 |
| | | | Director-Parks and Recreation | 0331 |
| | | | | 0335 |
| | | | Supervisor of Assessments | 0345 |
| | | | Assistant States Attorney IV | 1108 |
| | | | Assistant Public Defender IV | 1115 |
| | | | Superintendent of JDC | 4007 |
| | | | Jail Superintendant | 4107 |
| | | | Facilities Maintenance Director | 7148 |
| | | | Assistant Administrator-Health Department | 8133 |
| | | | Environmental Health Director | 8407 |
| 14 | \$55,752 | \$83,627 | Assistant County Engineer | 6109 |
| | | | Director of Nursing Services | 8029 |
| | | | Director Personal Health Services | 8135 |
| 15 | \$59,933 | \$89,901 | Director-Information Services | 0333 |
| 16 | \$62,930 | \$94,390 | Court Services Director | 0323 |
| | | | Assistant States Attorney V | 1109 |
| | | | Chief Deputy Sheriff | 3009 |
| 17 | \$66,077 | \$99,114 | County Engineer | 0315 |
| | | | Nursing Home Administrator | 0339 |
| | | | Public Defender | 0341 |
| 18 | \$67,728 | \$101,592 | | |
| 19 | \$69,421 | \$104,143 | Assistant County Administrator | 0301 |
| | | | Health Department Administrator | 0337 |
| 20 | \$72,893 | \$109,338 | | |
| 21 | \$83,826 | \$125,740 | County Administrator | 0305 |

* = Exempt Position
All positions beyond
Grade 10 are exempt

11/12/2003

Members Sorensen/Renner moved the County Board approve the Request for Approval of Position Classifications and Pay Ranges for Fiscal Year 2004. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

ASSIGNMENT

This assignment is effective as of the date signed below by the County of McLean ("County").

WHEREAS, Westfield Insurance Company ("Westfield") issued commercial property policy no. CSP3 689 189 to the Public Building Commission of McLean County ("PBC") effective from June 18, 2002 through June 18, 2003 insuring the property located at 104 W. Front Street, Bloomington, Illinois, 61701 ("property") subject to the terms and conditions of the policy, which policy also insured County as an additional insured;

WHEREAS, The Hartford issued Special Multi-Flex policy no. 83 UUM RF 6641 to County and Cincinnati Insurance Company issued Machinery and Equipment policy no. 2656805 to County (the "other policies") which other policies were in force and effect at the relevant time of the Westfield policy, with respect to the property, with coverages provided to County, pursuant to the terms and conditions of the other policies;

WHEREAS, the property sustained a loss on or about June 15, 2003 ("occurrence");

WHEREAS, the cause of the loss is under investigation;

WHEREAS, Westfield had made loss payments to County and will make additional loss payments to County in the future, which loss payments Westfield contends are covered and should be paid in whole or in part, or on a pro-rata basis by one or both of the other policies;

WHEREAS, County has agreed to assign to Westfield its claim and policy rights to claim for losses paid to County by Westfield arising from the occurrence which County may have under the other policies and which loss payments Westfield contends are covered and should be paid, in whole or in part, or on a pro-rata basis by one or both of the other policies;

NOW, therefore, and in consideration of Westfield's prior and future payments and other good and valuable consideration, sufficiency of which is hereby acknowledged, County hereby assigns and transfers onto Westfield, its successors, legal representatives and assigns, (1) all right, title and interest in the other policies arising out of or in any manner relating to losses from the occurrence for which and to the extent which Westfield has or will make payment and which losses Westfield contends are covered and should be paid, in whole or in part, or on a pro-rata basis by one or both of the other policies; and (2) any and all rights, claims, and causes of action, whether accrued or unaccrued, in contract or in tort or in equity, that it has or may have against Hartford and/or Cincinnati Insurance Company on the other policies arising out of or in any manner relating to losses from the occurrence for which Westfield has or will make payment and which losses Westfield contends are covered and should be paid, in whole or in part, or on a pro-rata basis by one or both of the other policies.

If Westfield makes payment to the County that it later claims or asserts should have been paid, either in whole or in part, or on a pro-rata basis by Hartford or Cincinnati, Westfield agrees that it shall not seek recovery or reimbursement of any of those payments from County. Westfield shall be solely responsible for all costs, expenses and attorneys fees, if any, incurred in asserting any rights of County under this assignment.

County agrees to communicate to Westfield or its representatives any facts known to County with respect to the occurrence and the other policies, testify in any judicial or administrative proceeding to the extent required by law, and take whatever other steps as may be reasonably necessary to effectuate this assignment, when requested to do so by Westfield.

COUNTY OF MCLEAN

By: [Signature]
Its: Chairman

SUBSCRIBED AND SWORN to before me this 16th day of December, 2003.

[Signature]
Notary Public

Members Sorensen/Rackauskas moved the County Board approve the Request for Approval of Assignment of Rights by the County to Westfield Insurance Company – Risk Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

McLEAN COUNTY REVISED CODE NURSING HOME RATES RESOLUTION 14.27

CHAPTER 14 - NURSING HOME

Resolution Establishing Charges for Services
McLean County Nursing Home

WHEREAS, Illinois Compiled Statutes (1992), Chapter 55, Section 5/5-1005.6 empowered the County of McLean to erect and maintain a county nursing home and establish rates to be paid by a person seeking care and treatment in the home; and

WHEREAS, Illinois Compiled Statutes (1992), Chapter 55, Section 5/5-21001.6 empowers the County of McLean to establish rates to be paid per day by persons seeking care and treatment in the McLean County Nursing Home; and

WHEREAS, the McLean County Nursing Home participates in the Medicare program for skilled care; and

WHEREAS, the Human Services Committee of the McLean County Board has deemed it necessary and advisable that the McLean County Board establish charges for services provided to the residents of the McLean County Nursing Home; now, therefore,

BE IT RESOLVED by the County Board that effective **January 1, 2004**;

1. The daily rate for resident care in the non-Medicare certified section shall be \$116.00.
2. The daily rate for resident care in the Medicare certified section shall be \$150.00.
3. The following charges are hereby established for supplies and services:

| | | |
|----|--|---------------|
| a) | Medical supplies | Cost plus 20% |
| b) | Medications in the Medicare Section | Cost plus 50% |
| c) | Lab procedures in the Medicare Section | Cost plus 20% |
| d) | Respiratory Therapy | Cost plus 20% |
| e) | Speech Therapy | Cost plus 20% |
| f) | Occupational Therapy | Cost plus 20% |
| g) | Physical Therapy | Cost plus 20% |
4. That the County Clerk shall provide a copy of this signed resolution to the Administrator of the McLean County Nursing Home.

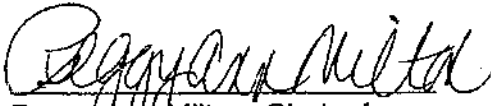
REPEAL DATE OF EFFECT. This resolution shall be in full force and effect on **January 1, 2004**; and the Resolution shall supersede any previous resolution establishing Nursing Home care rates.

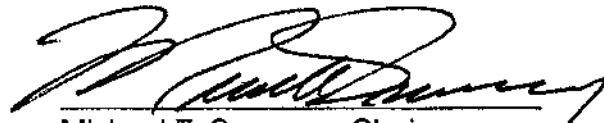
(2)

ADOPTED by the County Board of McLean County, Illinois, this 16th day of December, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of
the County Board of
McLean County


Michael F. Sweeney, Chairman
McLean County Board

E:\Ann\Resolutions\NH04RATE.RES.doc

Members Sorensen/Bass moved the County Board approve the Request for Approval of a Resolution Establishing Charges for the McLean County Nursing Home – January 1, 2004 – December 31, 2004 – Nursing Home. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

ORDINANCE NO. _____

AN ORDINANCE providing for the levy and collection of a direct annual tax sufficient to pay the rent payable under an amended Lease Agreement to be entered into by and between the Public Building Commission of McLean County, Illinois, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees.

* * *

WHEREAS, the Public Building Commission of McLean County, Illinois, McLean County, Illinois (the "*Commission*"), a municipal corporation heretofore duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the "*Act*"), was incorporated for the purpose of making possible the construction, acquisition or enlargement of public improvements, buildings and facilities; and

WHEREAS, it has been and now is hereby determined that it is necessary and in the best interests of The County of McLean, Illinois (the "*County*"), that the Commission acquire and improve an office building and related facilities as described in the Lease (as hereinafter defined) (the "*Project*"), and that the Project be leased by the Commission to the County and the City of Bloomington, McLean County, Illinois (the "*City*"), in accordance with the terms of the Act; and

WHEREAS, the Commission has heretofore selected, located and designated an area described and set forth in the Lease (the "*Site*"), lying wholly within the City, the same being the county seat of the County, as the site for the Project; and

WHEREAS, it has heretofore been determined and is now hereby determined that it is necessary and in the best interests of the County that the Project be completed and that the Site therefor has heretofore been and is hereby approved; and

WHEREAS, the County, the City and the Commission propose to enter into an amended Lease Agreement (the "*Lease*"), a copy of which is attached hereto as *Exhibit A*, providing for

payment by the County to the Commission of rentals for the use and occupancy of the Project by the County, in accordance with the terms and provisions of the Act; and

WHEREAS, in and by Section 18 of the Act, if a municipal corporation having taxing powers enters into a lease with a Public Building Commission, the governing body of such municipal corporation is required to provide by ordinance for the levy and collection of a direct annual tax sufficient to pay the rent payable under such lease as and when it becomes due and payable; and

WHEREAS, Section 18 of the Act also requires that a public hearing be held regarding the Lease (the "*PBC Hearing*") before the County Clerk of the County can extend taxes levied to pay the lease payments and that notice of a public hearing to discuss the Lease be published in a newspaper published in or of general circulation within the County at least 15 days prior to the date set for the PBC Hearing; and

WHEREAS, notice of the PBC Hearing was given by publication at least once at least 15 days before the PBC Hearing in *The Pantagraph*, the same being a newspaper published in the County; and

WHEREAS, the PBC Hearing was held on the 18th day of November, 2003, and at the PBC Hearing all persons residing or owning property in the County had the opportunity to be heard orally, in writing, or both; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the County Board of the County (the "*County Board*") adopted an ordinance calling a public hearing (the "*BINA Hearing*") for the 18th day of November, 2003, concerning the intent of the County Board to enter into the Lease; and

WHEREAS, notice of the BINA Hearing was given by (i) publication at least once not less than seven (7) nor more than thirty (30) days before the date of the BINA Hearing in *The Pantagraph*, the same being a newspaper of general circulation in the County, and (ii) posting said notice at least 48 hours before the Hearing at the principal office of the County Board; and

WHEREAS, the BINA Hearing was held on the 18th day of November, 2003, and at the BINA Hearing, the County Board explained the reasons for the Lease and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the BINA Hearing was finally adjourned on the 18th day of November, 2003:

NOW, THEREFORE, Be It Ordained by the County Board of The County of McLean, Illinois, as follows:

Section 1. Incorporation of Preambles. The County Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Tax Levy. For the purpose of paying the annual rent payable under the Lease, there shall be and there is hereby levied a direct annual tax upon all the taxable property in the County, to wit:

| TAX LEVY YEAR | A TAX SUFFICIENT TO PRODUCE THE SUM OF |
|---------------------|--|
| 2003 | \$229,000.00 |
| 2004 | 229,000.00 |
| 2005 | 229,000.00 |
| 2006 | 229,000.00 |
| 2007 | 229,000.00 |
| 2008 | 229,000.00 |
| 2009 | 229,000.00 |
| 2010 | 229,000.00 |
| 2011 | 229,000.00 |
| 2012 | 229,000.00 |
| 2013 | 229,000.00 |
| 2014 | 229,000.00 |
| 2015 | 229,000.00 |
| 2016 | 229,000.00 |
| 2017 | 229,000.00 |
| 2018 | 229,000.00 |
| 2019 | 229,000.00 |
| 2020 | 229,000.00 |
| 2021 | 229,000.00 |

Section 3. Filing of Ordinance. The County Clerk of the County (the "County Clerk"), as keeper of the records and files of the County, be and is hereby ordered and directed to file a certified copy of this Ordinance, having attached thereto a certified copy of the Lease, with the County Clerk, as tax extension officer of the County, which shall constitute the authority for the County Clerk to extend the tax annually, as provided for in and by this Ordinance, to pay the annual rent payable under the Lease by the County, as and when it becomes due and payable, and the County Clerk shall ascertain the rate per cent which, upon the value of all property subject to taxation within the County for levy in each of the years 2003 to 2021, inclusive, as that property is assessed or equalized by the Department of Revenue of the State of Illinois, will produce a net amount of not less than the amounts provided for in and by this Ordinance and being the annual rent provided for and reserved in the Lease, and it shall be the duty of the County Clerk annually during the term of the Lease to extend said taxes against

all the taxable property contained in the County as herein provided, and sufficient to pay the annual rental reserved in the Lease. Such tax shall be levied and collected in like manner with the other taxes of the County, and shall be in addition to all other taxes now or hereafter authorized to be levied by the County, and shall not be included within any statutory limitation of rate or amount, but shall be excluded therefrom and be in addition thereto and in excess thereof.

Section 4. Approval of the Lease. The Lease and all the terms and provisions thereof are hereby ratified, confirmed and approved and the execution thereof by the Chairman of the County Board (the "*Chairman*") and the County Clerk is hereby ratified, confirmed and approved. Title to the Site shall be as provided in the Lease. The County hereby requests the Commission to issue the bonds of the Commission described in the Lease (the "*Bonds*").

Section 5. Allocation of Benefits. Both the County and the City will receive benefits from the issue of the Bonds, and the County and the City have irrevocably agreed that \$1,300,000 of the Bonds shall be allocated to the County and \$1,300,000 of the Bonds shall be allocated to the City for purposes of Sections 148(f)(4)(D)(iv)(II) and 265(b)(3)(C)(iii) of the Internal Revenue Code of 1986, as amended (the "*Code*"). It is hereby found and determined that such allocation bears a reasonable relationship to the respective benefits received by the County and the City from the issue of the Bonds and that only \$1,300,000 of the Bonds shall be taken into account under Section 265(b)(3)(C)(i) of the Code with respect to the County. The County will not issue or permit the issuance on behalf of it or by any entity subject to control by the County (which may hereafter come into existence) of tax-exempt obligations (including the Bonds) that exceed the aggregate amount of \$10,000,000 during calendar year 2004 unless it first obtains an opinion of Bond Counsel to the effect that such issuance will not adversely affect the

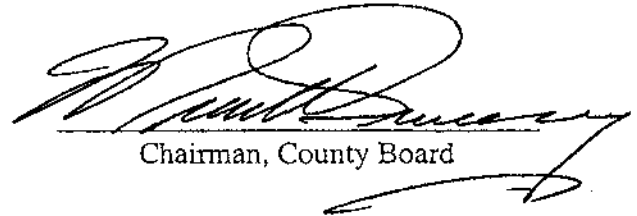
treatment of the Bonds as "qualified tax-exempt obligations" for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 6. Continuing Disclosure Undertaking. The Chairman is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*") in connection with the issuance of the Bonds, with such provisions therein as he shall approve, his execution thereof to constitute conclusive evidence of his approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the County as herein provided, the Continuing Disclosure Undertaking will be binding on the County and the officers, employees and agents of the County, and the officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the County to comply with its obligations under the Continuing Disclosure Undertaking.

Section 7. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

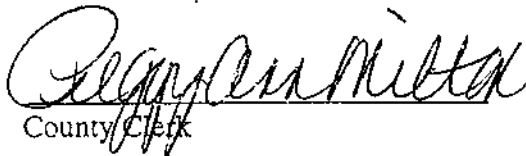
Section 8. Repealer and Effective Date. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted December 16, 2003.



Chairman, County Board

Attested:



County Clerk

Members Sorensen/Bostic moved the County Board approve the Request for Approval of an Ordinance Providing for the Levy and Collection of a Direct Annual Tax Sufficient to Pay the Rent Payable under an Amended Lease Agreement Entered into between the Public Building Commission of McLean County and the County of McLean and the City of Bloomington. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: our General Report is on pages 279-293 of the packets.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik, County Administrator, presented the following:

Zeunik, John

From: Moody's Investors Service [epi@moodys.com]
Sent: Tuesday, December 02, 2003 7:53 AM
To: john@mclean.gov
Subject: McLean County Public Building Commission, IL

**MOODY'S ASSIGNS Aa2 RATING TO MCLEAN COUNTY PUBLIC BUILDING COMMISSION'S (IL)
\$2,600,000 PUBLIC BUILDING REVENUE BONDS, SERIES 2004**

**\$13 MILLION OF TOTAL PARITY DEBT AFFECTED; BONDS SECURED BY A JOINT AND SEVERALY LIABLE LEASE
WITH THE CITY OF BLOOMINGTON AND MCLEAN COUNTY**

McLean County Public Building Commission, IL
McLean (County of) IL
Bloomington (City of) IL
County
Illinois

Moody's Rating

| Issue | Rating |
|--|--------|
| Public Building Revenue Bonds, Series 2004 | Aa2 |
| Sale Amount \$2,600,000 | |
| Expected Sale Date 12/02/03 | |
| Rating Description Lease Rental | |

NEW YORK, December 2, 2003 -- Moody's Investors Service has assigned a Aa2 rating, with a stable outlook, to the McLean County Public Building Commission's (IL) \$2.6 million Public Building Revenue Bonds, Series 2004. The bonds are secured by lease payments to be made by McLean County (general obligation debt rated Aa2) and the city of Bloomington (Aa2 with a negative outlook). The two parties are each responsible for 50% of the debt service on these bonds, though the lease contains joint and several liability with the lease payments representing general obligations of the respective entities. The assigned rating reflects the two entities' general obligation pledge as well as dedicated levies that are unlimited as to rate and will be sum-sufficient to make the lease rental payments. Additionally, the rating is based on a strong and stable local economy, and a moderate overall debt burden. The Aa2 rating with a stable outlook on McLean County's general obligation, which has been upgraded concurrently with this sale, reflects consistently sound and well managed financial operations. The Aa2 rating on the City of Bloomington's general obligation reflects the city's central role in the Bloomington-Normal MSA's economy, as well as the flexibility provided by home-rule status. The negative outlook on the city's \$33 million of outstanding general obligation debt reflects the city's narrow liquidity, an increasing percentage of revenues derived from cyclically sensitive sales taxes, and the measure of risk posed by its self-insurance program. The current issue will finance the final costs associated with improvements to an office building to be used for joint county/city governmental operations. In conjunction with the upgrade to the County's rating, the rating has been upgraded to Aa2, from Aa3, on \$11 million of outstanding parity bonds issued by the PBC in 2001 that were jointly secured by the city and county.

**JOINT AND SEVERALLY LIABLE LEASE; PROPORTIONATE LEASE RENTAL PAYMENTS ARE
GENERAL OBLIGATIONS OF THE CITY AND COUNTY**

Moody's believes the lease agreement between the PBC, the city and the county

provide bondholders with satisfactory security protections. Both entities have entered into a lease agreement with the PBC that requires annual rental payments in predetermined amounts sufficient to make debt service payments. These payments are general obligations of the respective entities, and benefit from a dedicated levy that is unlimited as to rate. The levy extends for the life of the debt in both instances, and as such the bonds are not subject to appropriation risk. Additionally, the city and county are required to continue making rental payments even in the event that the project is not completed, and one entity would be required to make up any deficiency should the other party default, as the lease stipulates that they are joint and severally liable.

McLEAN COUNTY AND COUNTY SEAT OF BLOOMINGTON BENEFIT FROM RELATIVELY SIZEABLE TAXBASES AND STRONG, STABLE LOCAL ECONOMY

Moody's believes the county and city's taxable resources will continue to grow steadily. The City of Bloomington, along with the neighboring Town of Normal, participates in a larger metropolitan economy that anchors McLean County's economy and features the corporate headquarters of State Farm Insurance Company (rated Aaa), the county's largest employer (15,000 employees) and taxpayer (roughly 12% of the city's assessed valuation), Illinois State University and a Mitsubishi Motors automobile assembly plant. Both entities have averaged annual growth in assessed valuation greater than 6% during the last five years, and population growth has continued as well. Full value per capita and socioeconomic indices are favorable for this area of the state. The presence of diverse employers contributes to consistently favorable employment trends, even during periods of economic downturn. The county-wide unemployment rate stood at 2.7% (3.0% in the city) versus the state's 6.6%; importantly employment grew in 2002 and year-to-date in 2003 contrary to the state and national trend.

McLEAN COUNTY'S FINANCIAL OPERATIONS CONSISTENTLY WELL-MANAGED; MAINTENANCE OF COMFORTABLE RESERVE LEVELS PROVIDE SUPPORT

Moody's believes the county's financial operations will remain sound and stable, based on an expectation of long term property and sales tax growth, the absence of property tax levy caps locally, and the support of comfortable reserve levels. The county's revenues are primarily derived from taxes, both the local 1% share of the state sale tax, and property taxes. Sales tax collections saw a decrease during the recession of 2001, only modest growth in 2002 (1.8%) and year-to-date in 2003 (2% despite the reduction in tax rate on sales by a sizeable retail outlet due to its annexation into the City of Bloomington), after a period of much more robust growth throughout the 1990s. However the growth in recorder fees and other revenues has helped to offset the impact, while property taxes (which are the single largest revenue source) continued to exhibit growth. As a result the County, after a small operating deficit in FY 2001, ran balanced operation during 2002 and projects a modest surplus for 2003. The county's undesignated General Fund Balance stood at \$4.7 million, or a comfortable 17% of revenues, in 2002. This figure is well above the targeted level 10% of expenditures in the General Fund. Additionally, with the projected surplus of roughly \$500,000 for 2003 the County is likely to emerge from the downturn in the business cycle experienced over the last few years with reserves slightly greater than at the start of the 2001 recession.

CITY OF BLOOMINGTON'S FINANCIAL OPERATIONS CHARACTERIZED BY NARROW LIQUIDITY WHILE SELF-INSURANCE RELATED ACTIVITIES POSE ADDITIONAL RISK; RECENT ACTIONS HAVE PROVIDED FOR RETURN TO STRUCTURAL BALANCE

Moody's believes the city's recent actions to restore structural balance and build reserves demonstrate a considerable level of financial flexibility, however limited liquidity levels and accumulated deficits in several insurance related funds continue to pose a challenge. This latter factor is particularly important in light of the cyclically sensitive nature of the city's largest revenue source--sales taxes (one third of core revenues). Following several

years of General Fund surpluses, the city ran a modest operating deficit of roughly \$300,000 during FY 2001, and transferred an additional \$2.4 million to the capital projects fund. This was followed by a \$1.7 million deficit during FY 2002 (including capital related transfers). The result was a decrease in the General Fund balance to a negative \$222,000, though this figure was restated to a positive \$3 million with implementation of GASB 34 in 2003. Importantly the City took corrective actions at the beginning of calendar year 2003 that began to translate into benefits for fiscal 2003 and resulted in a sizeable recorded surplus of nearly \$5 million. These actions, which included raising Hotel-Motel taxes (expected to generate \$700,000-800,000), implementing a food and beverage tax (\$2-2.5 million), and a garbage fee (\$1.5 million), while reducing general fund supported capital activities for the next two fiscal years, provided for a surplus budget in FY 2004 as well. The General Fund balance stood at \$8 million or 13% of revenues for FY 2003, a relatively modest level given the city's increasing reliance on sales tax receipts as its primary funding source. Additionally, the city also has negative balances in several insurance related funds, and the ability to build and maintain General Fund liquidity while eliminating these deficits will be critical to maintaining the current rating level.

CONSERVATIVE USE OF DEBT BY BOTH THE CITY AND COUNTY REFLECTED IN MODERATE DEBT BURDEN AND RAPID PAYOUT

Moody's expects the Public Building Commission and its underlying service area's debt burden of 3.3% to remain moderate, due to limited future borrowing plans and continued strong growth in taxable valuation. Both the city and County are relatively infrequent borrowers, paying for the majority of capital projects from ongoing revenues. Both entities retire existing obligations rapidly; 80% of county debt and 71% of city debt is retired within ten years. The county has no plans to issue debt during the next year, though capital needs at the county detention facility are being explored. The city is exploring issuing debt for two projects over the next several years: council recently approved \$12.5 million of bonds to finance a cultural arts district phased-in over the next several years, a \$30 million downtown arena project that would be funded as a joint public-private enterprise is also being explored.

KEY STATISTICS:

Percentage of debt to be paid by McLean County (Aa2, with stable outlook): 50%

Percentage of debt to be paid by City of Bloomington (Aa2, with negative outlook): 50%

2000 census population: county 150,433 (+16% since 1990); city 64,808 (+25%)

September 2003 unemployment: county 2.7%; city 3.0%

Debt burden: 3.3%

Payout of principal (ten years): county 79.6%; city 71.2%

2003 full valuation: county \$7.3 billion; city \$3.8 billion

Estimated full valuation per capita: county \$48,500; city \$59,000

Most Recent General Fund balance: county \$5.4 million (FY 2002, 20.0% of revenues); city \$7.96 million (FY 2003, 13.2% of revenues)

ANALYSTS:

Ivan Samstein, Analyst, Public Finance Group, Moody's Investors Service
Henrietta Chang, Backup Analyst, Public Finance Group, Moody's Investors Service

Mr. Zeunik stated the following: I included in your packet, on pages 294-296, the analysis that was completed by Moody's on the County's credit rating. It is an extremely favorable analysis. It is something that is certainly worth reading. In particular, they commend the County for consistently well managed financial operations including budgeting and adequate reserves. As I mentioned both to the Finance Committee and the Property Committee, I think this is really a commendation that goes back to the County Elected Officials and Department Heads and especially the County Board for the actions that you have taken over the years. As you can note from the material from Moody's the County did receive an upgrade from AA3 to AA2 and in a period when many governments are finding it difficult to maintain their current credit rating or are facing downgrades it is particularly interesting to note that the County received an upgrade.

OTHER BUSINESS AND COMMUNICATION:

Chairman Sweeney stated the following: I want to address one thing. Don Cavallini sent a letter to all the Board Members regarding a newspaper article. I have no problem with your doing that but understand that the Administrative Office is not going to write your letter for you. The State's Attorney is not going to write your letter for you but they will verify the information. So if you want to be involved in this that is not a problem but we cannot have 19 Board Members using the Administrative Office to write letters for you. Member Cavallini stated the following: I want to take a minute to reiterate what Mike has said. Certainly when this idea surfaced, and I think I gave you some background in the survey, the intent was that whatever you would write if you choose to do this would be from your own pen and not from the pen of Mr. Zeunik. It would be a direct way for you to communicate to the people of this area. I thought it was a very positive idea and I simply wanted to share it and thought we could get a lot of people involved and maybe open up the lines of communication.

Member Selzer stated the following: I just want to clear up an issue that appears to have surfaced. First off, I want everyone to know that when we do business, we should do business the way we are told to business. On page 98 of the Report of the Executive Committee, a Committee Member asked why the issue of putting the Recorder's Office out to a referendum as to whether she should be elected or appointed went before the Executive Committee without having been on the agenda. The implication was, as it is stated, that they're bound to act in an open forum and agenda and perhaps we should question the manner in which this Resolution came about. I made the Resolution and I want to say why this Resolution came about. I brought it up under Other Business which is completely legitimate and the right place. I didn't talk to anybody – "back room politic" about it. That is where we bring things up. We can bring things up not on an agenda if we don't take final action. The State's Attorney's Office has told us that multiple times and I resent the implications. We have a problem in the Recorder's Office. We have tried everything we can. The Recorder is not accountable to us. The State recognizes that this is an issue for counties, with the Recorder, the Auditor, and the Coroner in many counties, so they give the right to the County Board, either by request from the people or the people's representatives, which is us, to put it out to referendum. That is what I brought up. We have a problem. If you look at the Finance Committee minutes, I couldn't have been more clear that I don't have an opinion of whether it should

be appointed or not. I have an opinion that we need to fix the problem. This has been going on for nine years. For anybody who doesn't think we have a problem, they need to look in the mirror because the voters are going to hold us accountable, even though we have no authority. That was my whole motivation. I still don't care whether it is appointed or whether it is elected. My point is that we need to take action. We can't just keep not taking action. We either need to quit asking for information and leave the Recorder alone or we need to hold her accountable somehow. So, that was the whole motivation. I would point to page 288 for those who did not read the minutes of the Finance Committee that they are in fact there. If anyone has any questions, I would be happy to answer them at any time. Just give me a call. I just wanted to clarify that since there was indication that it was something other than what happened.

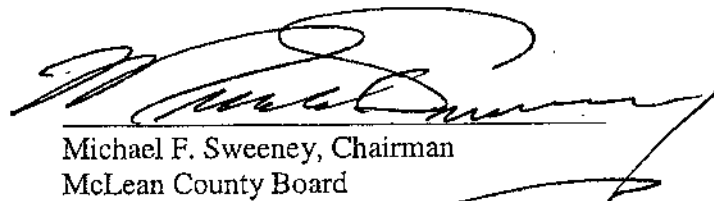
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

December 16, 2003

2003 Budget Expenditures

| COMMITTEE | PENDING EXPENDITURES | PRE-PAID EXPENDITURES | TOTAL EXPENDITURES |
|------------------|---------------------------------|----------------------------------|-------------------------------|
| Executive | | \$258,812.41 | \$258,812.41 |
| Finance | | \$801,282.58 | \$801,282.58 |
| Human Services | | \$360,818.84 | \$360,818.84 |
| Justice | | \$1,592,958.47 | \$1,592,958.47 |
| Land Use | | \$24,157.86 | \$24,157.86 |
| Property | | \$498,618.40 | \$498,618.40 |
| Transportation | | \$1,673,221.72 | \$1,673,221.72 |
| Health Board | | \$468,964.52 | \$468,964.52 |
| Disability Board | | \$46,310.17 | \$46,310.17 |
| T. B. Board | | \$16,084.82 | \$16,084.82 |
| Total | | \$5,741,229.79 | \$5,741,229.79 |


Michael F. Sweeney, Chairman
McLean County Board

Members O'Connor/Cavallini moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Owens/Bostic moved for adjournment until Tuesday, January 20, 2004 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:47 a.m.

Michael Sweeney
County Board Chairman




Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 16th day of December, 2003, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 10th day of January, 2004.



Peggy Ann Milton
McLean County Clerk